SERIAL 06129 IGA TEMPORARY MEDICAL PERSONNEL, BROADLANE FACILITY BINDER

DATE OF LAST REVISION: June 07, 2007 CONTRACT END DATE: January 31, 2010

CONTRACT PERIOD BEGINNING OCTOBER 05, 2006 ENDING AUGUST 14, 2007 JANUARY 31, 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TEMPORARY MEDICAL PERSONNEL**, **BROADLANE FACILITY BINDER**

(NIGP 94864)

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Maricopa Integrated Health System Contract. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 9486401

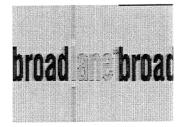
All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

Broadlane Arizona Region

Maricopa Integrated Health System

Electronic Facility Binder

August 15, 2006 to August 14, 2007



August 15, 2006

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Nursing Per Diem (30)

Legal Name of Firm	Focus	Contact Name	Тійе	Phone	Fax	E-mail
Access Nurses, Inc.	PD/T	Chris Pratt	Per Diem Accounts Manager	858-525-0382	866-377-1283	cpratt@accessnurses.com
Advance Nursing Corporation	PD	Suzanne Fox	Branch Manager	480-967-5727	480-967-5729	sfox@advancenursing.com
Agostini and Associates, Inc.	PD/T	James Dver	Per Diem Staffer	800-823-0570	866-559-2216	james@nusesonthego.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Crdentia Corporation	PD/T	Greg Glass	Branch Manager	602.248.9027	520.248.9331	gglass@crdentia.com
Critical Nursing Solutions, Inc.	PD/T	Tyler Lahn	Staffing Manager	480-539-2565	480-452-0308	tyler@cnsnursing.com
Curastat, Inc.	PD/T	Allen Schwarzbach	Sr. Account Manager	602-553-0033	602-553-0043	allen@curastat.com
Dependable Nurses of Phoenix, Inc.	Cd	Andrea Deet	Director of Begistry Services	1-480-600-0000	1-480-609- an21	angot@donondahlohoolth nom
Elite Healthcare Staffing. Inc.	B	Daniel Taffe	Branch Manager	623-889-0990	623-889-0991	daffe@elitehealthcarestaffing com
Healing Hands Healthcare, LLC	PD	Felicia Eleke	RN Supervisor	(480)-726-0520	(480)-726- 0570	Healinghands111@aol.com; Healinghands4@gwest.net
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson	Staffing Coordinator	602.279.5600	866.717.3793	icarlson@intelistaf.com
	PD/T	Jamie Hill	Staffing Coordinator	602.279.5601	866.717.3794	jhill@intelistaf.com
Invasive Coronary Professionals, Inc.	PD/T	Renee Hagen	Medical Staff Coordinator	760-240-6605	760-240-6888	Renee@icphealthcare.com
Kforce, Inc.	PD/T	Carla Lang, Meagan Perkins.	Medical Placement Coordinator/Recruiter	602-776-1180	602-776-1170	KforcePhoenixNursina@kforce.com
		Steve Halverson, John	Medical Placement			
116	PD/T	Fagnani	Coordinator/Recruiter	602-776-1180	602-776-1170	KforcePhoenixNursing@kforce.com
Maxim Healthcare Services, Inc.	PD/T	Garett Jensen, Phx	Recruiters	602-216-0110	602216-0220	phoenixstaffing@maxhealth.com
· ·	PD/T	Mike Rolbin WPhx	Recruiters	623-979-1110	623-979-2227	phoenixstaffing@maxhealth.com
m	PD/T	Pat Eaton, Tempe	Recruiters	480-317-0087	480-317-3047	phoenixstaffing@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Rachelle Banks	Staffing Coordinator	480-874-4928	480-970-1672	rachellebanks@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Ryan Sagstad	Senior Account Manager	480.212.0250	480.212.0256	rsagstad@medixhealth.com

Nursing Per Diem (Continued)

Legal Name of Firm	Focus	Contact Name	Ті́тв	Phone	Fax	E-mail
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
titi.	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
1111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Nursefinders, Inc.	PD/T	Jim Beirow	Area Director	480,491,2222	480.491.0075	jim.beirow@nursefinders.com
ш	PD/T	Jennifer Mayer	Office Manager	480.491.2222	480.491.0075	jennifer.mayer@nursefinders.com
Nurses Onsite Corp	PD/T	Will O'Connor	Division Manager	602-357-4566	877-814-8848	woconnor@nursesonsite.com
Onward Healthcare, Inc.	PD/T	Kim Foster	Client Service Manager	800-584-0017	800-584-0018	kfoster@onwardhealthcare.com
PC Healthcare Enterprises, Inc.						
(Health Temp)	PD/T	Dee Patrick	President	602-234-1944	480-924-5762	staffing@HealthTemp.com
Professional Respiratory Care						
Services, Inc.	PD/T	Jack Green	Travel Coordinator	602-508-0100	602-508-0051	jack.green@prcshealthcare.com
ıııı	PD/T	Michelle Williams	Vice President, Operations	602-508-0100	602-508-0051	michelle.williams@prcshealthcare.com
Quality Staffing Services	PD/T	Wendy Ballew	Senior Recruiter	602-279-4800	602-279-4815	wendy@qssnurses.com
Resolve Staffing, Inc.	PD/T	Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com
Sacred Heart Nursing Services, Inc.	PD/T	Hermie G. Datingaling	Staffing Supervisor	(602) 277-8721	(602) 224-1357	scheduling@sacredheartnursing.com
Sonotemps, Inc.	PD/T	Jeff Smith	National Staffing Recruiter	800/ 990-6224	727/944-3670	jeff@sonotemps.com
Sunbelt Staffing Solutions, Inc	PD/T	Sherry Crews	National Account Executive	(866) 299-0160	(800) 776-7713	sherry.crews@sunbeltstaffing.com
Tanner Medical Staffing, LLC	PD	Christina Schereck	Co-Owner	623-444-4570	623-444-6824	Tannermedicalstaffing@yahoo.com
Westways Staffing Services, Inc.	PD/T	Dawna Johnson	Staffing Coordinator	602-218-7770	602-218-7266	phxstaff@westwaysstaffing.com

Nursing Traveler (40)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Access Nurses, Inc.	PD/T	Ike Okena	Account Manager	858-525-0348	888-280-8786	iokenwa@accessnurses.com
Agostini and Associates, Inc. (Nurses On The Go)	PD/T	Bobbie Duran	Director of Hospital Coordination	800-823-0570	866-207-2217	bobbie@nursesonthego.com
American Traveler Staffing Professionals	F	Deborah Bacurin, RN CEN	Clinical Coordinator	866.836.0065	888.884.6510	dbacurin@americantraveler.com; positionupdates@americantraveler.com
AMN Healthcare, Inc.	-	Brenda Lanman	Hospital Account Manager	877.800.9667	877.800.7840	brenda.lanman@amnhealthcare-co.com
111	H	Susan LaPan	Hospital Account Manager	877.853.1605	877.800.5476	susan.lapan@amnheatlhcare-co.com
Aureus Nursing, LLC	Τ	Jean Ackerman	Branch Manager	402/938-2066	402/895-7812	jackerman@aureusmedical.com
Bridge Staffing, Inc	-	Paula Duke	Account Manager	866-661-7070	866-661-7090	pduke@bridgestaffing.com
CHG Medical Staffing, Inc. (RN Network)	F	Joy Monzon	Director of Business Development	800-866-0407	888-200-9728	iov.monzon@rnnetwork.com
HI	F	Matt Rice	Account Manager, Dialysis Travel	800-774-9251 ex 102	800-774-9252	matt.rice@foundationmedicalstaffing.com
Cirrus Medical Staffing, LLC	-	Stephanie Gay	Hospital Coordinator	704-887-4413	704-285-7487	sgay@cirrusmedicalstaffing.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Crdentia Corporation	PD/T	Tim Donlan	Account Manager	980.235.2775	800.721.2542	tdonlan@crdentia.com
Critical Nursing Solutions, Inc.	PD/T	Martin McGill	Director of Travel	866-892-2134	888-289-8513	marty@cnsnursing.com
Cross Country TravCorps, Inc.	F	Katherine Miyares	Account Manager	800/888-5088	800/563-9104	dmiyares@crosscountrystaffing.com
Curastat, Inc.	PD/T	Ben McClellan	Managing Director	602-553-0033	602-553-0043	bmcclellan@curastat.com
Integrated Nursing Alliance, Inc. (INA)	⊢	Jeff Freeman	National Staffing Advisor	402-758-0010 x1208	877-432-9462	jfreeman@inanursing.com
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	800-950-3415, ext. 3602	877-458-2760	cschumacher@intelistaf.com
Invasive Coronary Professionals, Inc.	PD/T	Renee Hagen	Medical Staff Coordinator	760-240-6605	760-240-6888	Renee@icphealthcare.com
Kforce, Inc.	PD/T	Carla Lang, Meagan Perkins,	Medical Placement Coordinator/Recruiter	602-776-1180	602-776-1170	KforcePhoenixNursing@kforce.com
Ш	PD/T	Steve Halverson, John Fagnani	Medical Placement Coordinator/Recruiter	602-776-1180	602-776-1170	KforcePhoenixNursing@kforce.com

Nursing Traveler (Continued)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Maxim Healthcare Services, Inc.	T/Q4	Ted Haumesser	Accounts Manager	813-877-8711	602-216-0220	travelmax@maxhealth com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth com
Medix Staffing Solutions, Inc.	PD/T	Ryan Sagstad	Senior Account Manager	480.212.0250	480.212.0256	rsagstad@medixhealth.com
Medstaff, Inc.	-	William Keller Jr	National Sales Rep.	800-732-9992 x213	215-893-5385	bkeller@medstaffing.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydnevroer@nursing-centers.com
Nightingale Nurses, LLC	-	Nina Cannon	Director of Client Services	800-591-7902	800-648-5634	ncannon@nightingalenurses.net
Nursefinders, Inc.	PD/T	Jim Beirow	Area Director	480.491.2222	480.491.0075	iim.beirow@nursefinders.com
111	PD/T	Jennifer Mayer	Office Manager	480.491.2222	480.491.0075	iennifer,maver@nursefinders.com
Nurses Onsite Corp	PD/T	Will O'Connor	Division Manager	602-357-4566	877-814-8848	woconnor@nursesonsite.com
Onward Healthcare, Inc.	PD/T	Deb Shea	VP Travel Nursing	800-278-0332 x3045	800-970-5001	dshea@onwardhealthcare com
PC Healthcare Enterprises, Inc. (Health Temp)	PD/T	Dee Patrick	President	602-234-1944	480-924-5762	staffing@HealthTemn.com
Professional Placement Resources (PPR)	⊢	Jennifer Waller	Client Account Manager	877-503-5038	888-710-5039	iennifer waller@nnrinc net
Professional Respiratory Care Services, Inc.	PD/T	Jack Green	Travel Coordinator	602-508-0100	602-508-0051	jack.dreen@proshealthcare.com
un	PD/T	Michelle Williams	Vice President, Operations	602-508-0100	602-508-0051	michelle.williams@prcshealthcare.com
Quality Staffing Services	PD/T	Scott Smith	Travel Department Manager	602-279-4800	602-279-4815	scott@assnurses.com
Quest Staffing Group, Inc.	-	Matt Whitehead	Director of Business Development	866-818-8843 x 111	866-818-8863	mwhitehead@Quest-Grp.com
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com

Nursing Traveler (Continued)

Legal Name of Firm	Focus	Contact Name	Тіте	Phone	Fax	E-mail
Sacred Heart Nursing Services, Inc.	PD/T	PD/T Hermie G. Datingaling	Staffing Supervisor	(602) 277-8721	(602) 224-1357	scheduling@sacredheartnursing.com
Sonotemps, Inc.	PD/T	Jeff Smith	National Staffing Recruiter	800/ 990-6224	727/944-3670	jeff@sonotemps.com
Sunbelt Staffing Solutions, Inc	PD/T	Sherry Crews	National Account Executive	(866) 299-0160	(800) 776-7713	(800) 776-7713 sherry.crews@sunbeltstaffing.com
Supplemental Health Care	_	Geoff Sherman	Recruiter	716-873-5111	716-791-3289	gsherman@supplementalhealthcare.com
			Hospital Services			
Travel Nurse Across America, LLC	_	Dane Hawkins	Representative	800-240-2526 Ext 128	501-370-1917	dane@nurse.tv
trustaff Travel Nurses, LLC	⊢	Shannon Jones, RN	Lead Account Manager	877.880.0346, x6673	888.897.9197	shannons@trustaff.com
Westways Staffing Services, Inc.	PD/T	PD/T Dawna Johnson	Staffing Coordinator	602-218-7770	602-218-7266	phxstaff@westwaysstaffing.com

Cardiology - PD (8)

Legal Name of Firm	Focus	Focus Contact Name	Title	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson	Staffing Coordinator	602.279.5600	866.717.3793	icarlson@intelistaf.com
111	PD/T	Jamie Hill	Staffing Coordinator	602.279.5601	866.717.3794	jhill@intelistaf.com
Invasive Coronary Professionals, Inc.	PD/T	Renee Hagen	Medical Staff Coordinator	760-240-6605	760-240-6888	Renee@icphealthcare.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
Resolve Staffing, Inc.	PD/T	PD/T Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com

Cardiology - T (12)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
AMN Healthcare, Inc.	⊢	Paulette Barney	Hospital Account Manager	877.853.1606	877.800.7838	paulette.barney@amnhealthcare-co.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Cross Country TravCorps, Inc.	-	Wilma G. Guieb	Regional Account Executive	(800) 693-2330	(800) 917-6309	wquieb@cctc.com
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	800-950-3415 X 3602	877-458-2760	cschumacher@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
Platinum Select, LP	⊢	Josh Davis	Account Executive	866-953-0011 X 108	866-953-0012	jdavis@platinumselect.org
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com
Sonotemps, Inc.	PD/T	Jeff Smith	National Staffing Recruiter	800/ 990-6224	727/944-3670	jeff@sonotemps.com
Travel Nurse Across America, LLC	PD/T	Dane Hawkins	Hospital Services Representative	800-240-2526 X128	501-370-1917	dane@nurse.tv
AMN Healthcare, Inc.	-	Paulette Barney	Hospital Account Manager	877.853.1606	877.800.7838	paulette.barney@amnhealthcare-co.com

Laboratory - PD (7)

Legal Name of Firm	Focus	Contact Name	еді	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson, Jamie Hill	Staffing Coordinator	602.279.5600	866.717.3793	icarlson@intelistaf.com; jhill@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
Resolve Staffing, Inc.	PD/T	Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com

Laboratory - T (8)

x E-mail	7799 mdantuono@chsaz.com	7-6309 wquieb@cctc.com	2760 cschumacher@intelistaf.com	3841 phoenixmss@maxhealth.com	2487 HeatherParton@MSNHealth.com	2256 cdillon@medixhealth.com	4909 ario@mgasearch.com	6400 b.brunt@travel-nurse.com
Fax	480-444-7799	(800) 917-6309	877-458-2760	602-437-3841	630-791-2487	480.212.0256	602-385-4909	580-336-6400
Phone	480-444-7777	(800) 693-2330	800-950-3415 X3602	602-437-4455	630-791-2087	480.212.0250	602-952-2880	580-336-6100
Title	Service Operations Manager	Regional Account Executive	Senior Account Manager	AM	Branch Manager	Account Executive	Accounts Manager	Branch Manager
Contact Name	Michelle Dantuono	Wilma G. Guieb	Casey Schumacher	Sean Hemmer	Heather Parton	Casey Dillon	PD/T Ari Ochoa	Brandi Brunt
Focus	PD/T	-	PD/T	PD/T	PD/T	PD/T	PD/T	PD/T
Legal Name of Firm	Concentric Healthcare Solutions	Cross Country TravCorps, Inc.	InteliStaf Healthcare, Inc.	Maxim Healthcare Services, Inc.	Medical Staffing Network, Inc.	Medix Staffing Solutions, Inc.	MGA Healthcare Staffing, Inc.	Resolve Staffing, Inc.

Pharmacy - PD (9)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson, Jamie Hill	Staffing Coordinator	602.279.5600	866.717.3793	icarlson@intelistaf.com; jhill@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Rob Bales	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
1111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Private Pharmaceutical Solutions	PD	Dr. Mayur Dev	Southwest district manager	602-300-7839	602-391-2727	privatepharmaceuticalsolutions@gmail.com
Resolve Staffing, Inc.	PD/T	Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com

Pharmacy - T (10)

Legal Name of Firm	Focus	Contact Name	Тійе	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Cross Country TravCorps, Inc.	⊢	Wilma G. Guieb	Regional Account Executive	(800) 693-2330	(800) 917-6309	wquieb@cctc.com
				800-950-3415, ext.		
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	3602	877-458-2760	cschumacher@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Rob Bales	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Platinum Select, LP	—	Josh Davis	Account Executive	866-953-0011 ext. 108	866-953-0012	idavis@platinumselect.org
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com

Radiology – PD (8)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson, Jamie Hill Staffing Coordinator	Staffing Coordinator	602.279.5600	866.717.3793	jcarlson@intelistaf.com; jhill@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Resolve Staffing, Inc.	PD/T	PD/T Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com

Radiology - T (12)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
AMN Healthcare, Inc.	Τ	Paulette Barney	Hospital Account Manager	877.853.1606	877.800.7838	paulette.barnev@amnhealthcare-co.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Cross Country TravCorps, Inc.	F	Wilma G. Guieb	Regional Account Executive	(800) 693-2330	(800) 917-6309	wguieb@cctc.com
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	800-950-3415 X3602	877-458-2760	cschumacher@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
ш	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Platinum Select, LP	⊢	Josh Davis	Account Executive	866-953-0011 X108	866-953-0012	idavis@platinumselect.org
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com
Sonotemps, Inc.	PD/T	Jeff Smith	National Staffing Recruiter	800/ 990-6224	727/944-3670	ieff@sonotemps.com

Rehabilitation-PD (8)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson, Jamie Hill Staffing Coordinator	Staffing Coordinator	602.279.5600	866.717.3793	jcarlson@intelistaf.com; jhill@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	ANDREW JACOBS	AM	602-216-0110 602-216-0220	602-216-0220	anjacbs@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
THE STATE OF THE S	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
na	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Resolve Staffing, Inc.	PD/T	Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	480-830-8884 t.hamblin@travel-nurse.com

Rehabilitation – T (12)

Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Access Nurses, Inc.	-	Ike Okena	Account Manager	858-525-0348	888-280-8786	jokenwa@accessnurses.com
AMN Healthcare, Inc.	j —	Paulette Barney	Hospital Account Manager	877.853.1606	877.800.7838	paulette.barney@amnhealthcare-co.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Cross Country TravCorps, Inc.	-	Wilma G. Guieb	Regional Account Executive	(800) 693-2330	(800) 917-6309	wquieb@cctc.com
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	800-950-3415 X3602	877-458-2760	cschumacher@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	ANDREW JACOBS	AM	602-216-0110	602-216-0220	anjacbs@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
1111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
-	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Platinum Select, LP	-	Josh Davis	Account Executive	866-953-0011 X 108	866-953-0012	jdavis@platinumselect.org
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com

Respiratory-PD (9)

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Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
InteliStaf Healthcare, Inc.	PD/T	Jennifer Carlson, Jamie Hill	Staffing Coordinator	602.279.5600	866.717.3793	icarlson@intelistaf.com; ihill@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Michele Wilsterman	Allied Product Coordinator	480-874-4928	480-970-1672	michele Wilsterman@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
1111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Professional Respiratory Care Services	PD/T	Catherine Perez	Manager, Per Diem Division	602-508-0100	602-508-0051	catherine.perez@prcshealthcare.com
Resolve Staffing, Inc.	PD/T	PD/T Terri Hamblin	Branch Manager	480-830-6400	480-830-8884	t.hamblin@travel-nurse.com

Respiratory - T (12)

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Legal Name of Firm	Focus	Contact Name	Title	Phone	Fax	E-mail
AMN Healthcare, Inc.	Ь	Brenda Lanman	Hospital Account Manager	877.800.9667	877.800.7840	brenda.lanman@amnhealthcare-co.com
111	F	Susan LaPan	Hospital Account Manager	877.853.1605	877.800.5476	susan.lapan@amnheatlhcare-co.com
Concentric Healthcare Solutions	PD/T	Michelle Dantuono	Service Operations Manager	480-444-7777	480-444-7799	mdantuono@chsaz.com
Cross Country TravCorps, Inc.	⊢	Wilma G. Guieb	Regional Account Executive	(800) 693-2330	(800) 917-6309	wquieb@cctc.com
InteliStaf Healthcare, Inc.	PD/T	Casey Schumacher	Senior Account Manager	800-950-3415 X3602	877-458-2760	cschumacher@intelistaf.com
Maxim Healthcare Services, Inc.	PD/T	Sean Hemmer	AM	602-437-4455	602-437-3841	phoenixmss@maxhealth.com
Medical Staffing Network, Inc.	PD/T	Heather Parton	Branch Manager	630-791-2087	630-791-2487	HeatherParton@MSNHealth.com
Medix Staffing Solutions, Inc.	PD/T	Casey Dillon	Account Executive	480.212.0250	480.212.0256	cdillon@medixhealth.com
MGA Healthcare Staffing, Inc.	PD/T	Ari Ochoa	Accounts Manager	602-952-2880	602-385-4909	ario@mgasearch.com
NCI Nursing Centers Inc.	PD/T	Shana Williamson	Staffing Coordinator	602-852-0040	602-852-0090	shanawilliamson@nursing-centers.com
1111	PD/T	Michelle Evans	Staffing Coordinator	602-852-0040	602-852-0090	michelleevan@nursing-centers.com
1111	PD/T	Cydney Roer	Staffing Coordinator	602-852-0040	602-852-0090	cydneyroer@nursing-centers.com
Platinum Select, LP	H	Josh Davis	Account Executive	866-953-0011 X108	866-953-0012	idavis@platinumselect.org
Professional Respiratory Care		Jack Green and	Travel Coordinator and Vice			jack.green@prcshealthcare.com;
Services, Inc.	PD/T	Michelle Williams	President, Operations	602-508-0100	602-508-0051	michelle.williams@prcshealthcare.com
Resolve Staffing, Inc.	PD/T	Brandi Brunt	Branch Manager	580-336-6100	580-336-6400	b.brunt@travel-nurse.com

Service Pricing - BASE BILL R		
The Base Bill Rate is set forth in the row and	Base Bill Rate	e (per hour)
column that correspond to the Staff Classification and Traveler or non-Traveler status.	Base Bill Rate— Acute Per Diem or Local Long Term Staff	Base Bill Rate— Acute Traveler Staff
RN Category I	\$53.00	\$54.00
RN Category II	\$56.00	\$55.00
RN Category III	\$58.00	\$57.00
LPN Category I	\$34.00	\$36.00
LPN Category II	\$34.00	\$36.00
CNA	\$22.50	N/A
PCT	\$22.50	N/A
Sitter/Companion	\$20.00	N/A
Surgical Tech I	\$35.00	\$36.00
Surgical Tech II	\$35.00	\$36.00
Central Sterile Tech	\$28.00	\$31.00
First Assistant Category I	\$47.00	\$47.00
First Assistant Category II	\$67.00	\$67.00
EMT	\$30.00	N/A
ER Tech	\$27.00	N/A
Medical Assistant	\$23.00	N/A
Monitor Tech	\$28.00	N/A
Nurse Anesthetist	\$62.00	\$62.00
Nurse Pracitioner Category I	\$64.00	\$64.00
Nurse Pracitioner Category II	\$67.00	\$67.00
Nurse Pracitioner Category III	\$70.00	\$69.00
Psych Tech	\$24.00	N/A
Charge - RN Category I	\$56.00	\$57.00
Charge - RN Category II	\$59.00	\$58.00
Charge - RN Category III	\$61.00	\$60.00
Nurse Manager	\$63.00	N/A
House Supervisor	\$62.00	N/A
Non-Acute RN	\$47.00	N/A
Non-Acute LPN	\$35.00	N/A
Non-Acute CNA	\$20.50	N/A
Non-Acute PCT	\$20.50	N/A
Non-Acute Medical Assistant	N/A	N/A

		vices Pricing – Ta STED BASE BILL			6645 1	
The Base Bill Rate plus the applicable			Differentials (per hour)		
Differential is the Adjusted Base Bill Rate. If no Differential is applicable, then the Adjusted Base Bill Rate is equal to the Base Bill Rate.	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night	Burn Unit
Per Diem and Local Long Term Positions						
RN - All Categories	\$0.00	\$0.00	\$3.25	\$ 3.75	\$5.00	\$0.00
LPN - All Categories	\$0.00	\$0.00	\$1.50	\$1.50	\$2.00	\$0.00
Surgical Tech - All Categories	\$0.00	\$0.00	\$1.50	\$1.50	\$2.00	\$0.00
EMT	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
ER Tech	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
Monitor Tech	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
Psych Tech	\$0.00	\$0.00	\$1.50	\$1.50	\$2.00	\$0.00
Central Sterile Tech	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
CNA	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
PCT	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
Sitter/Companion	\$0.00	\$0.00	\$1.00	\$1.00	\$1.50	\$0.00
First Assistant - All Categories	\$0.00	\$0.00	\$2.00	\$2.00	\$2.50	\$0.00
Nurse Practictioner - All Categories	\$0.00	\$0.00	\$2,00	\$2.00	\$2.50	\$0.00
Medical Assistant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nurse Anesthetist	\$0.00	\$0.00	\$2.00	\$2.00	\$2.50	\$0.00
Traveler Positions						
RN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8.00
All Other Staff Types	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Se ADJUSTED BILL RATE-A; AD	ervice Pricing – Ta JUSTED BILL RA		ED BILL RATE-C	
The Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is not applicable) is the Adjusted Bill Rate-A.*		Multi	pliers	
The Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is not applicable) is the Adjusted Bill Rate-B. The Overtime Multiplier is not applicable to any On-Call or Call Back time.*				
	Call Multiplier		Overtime Multiplier	Holiday Multiplier
The Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is not applicable) is the Adjusted Bill Rate-C.*	Call-Back	On-Call	Overtime	Holiday
All Positions	1.4	0.1	1.4	1.5

^{*} For example, if the Call Multiplier is not applicable, then the Adjusted Bill Rate-A is equal to the Adjusted Base Bill Rate; If the Overtime Multiplier is not applicable, then the Adjusted Bill Rate-B is equal to the Adjusted Base Bill Rate-A; If the Holiday Multiplier is not applicable, then the

Service Pric Local Long Term Discounts. These disc	ing – Table 4 ounts apply only	to Local Long Te	rm Staff.
If applicable, Agency must apply the Local Long Term Discount after performing all other pricing calculations as set forth on this Exhibit	Local	Long Term Disco	ount
A. The resulting product is the Local Long Term Rate.	1* Weeks	4* Weeks	13 ⁺ Weeks
All Positions	0%	0%	0%

		2006-2007 5	SERVICE PRI	CING			
Staff Classification		Base Rat	e - Per Diem o	or Local Long	Term Staff		Traveler Staff
Stall Classification	Weekday Dav	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night	All Shifts
RN Category I	\$53.00	\$53.00	\$53.00	\$56.25	\$56.75	\$58.00	\$54.00
RN Category II	\$56.00	\$56.00	\$56.00	\$59.25	\$59.75	\$61.00	\$55.00
RN Category III	\$58.00	\$58.00	\$58.00	\$61.25	\$61.75	\$63.00	\$57.00
LPN Category I	\$34.00	\$34.00	\$34.00	\$35.50	\$35.50	\$36.00	\$36.00
LPN Category II	\$34.00	\$34.00	\$34.00	\$35.50	\$35.50	\$36.00	\$36.00
CNA	\$22.50	\$22.50	\$22.50	\$23.50	\$23.50	\$24.00	N/A
PCT	\$22.50	\$22.50	\$22.50	\$23.50	\$23.50	\$24.00	N/A
Sitter/Companion	\$20.00	\$20.00	\$20.00	\$21.00	\$21.00	\$21.50	N/A
Surgical Tech I	\$35.00	\$35.00	\$35.00	\$36.50	\$36.50	\$37.00	\$36.00
Surgical Tech II	\$35.00	\$35.00	\$35.00	\$36.50	\$36.50	\$37.00	\$36.00
Central Sterile Tech	\$28.00	\$28.00	\$28.00	\$29.00	\$29.00	\$29.50	\$31.00
First Assistant Category I	\$47.00	\$47.00	\$47.00	\$49.00	\$49.00	\$49.50	\$47.00
First Assistant Category II	\$67.00	\$67.00	\$67.00	\$69.00	\$69.00	\$69.50	\$67.00
EMT	\$30.00	\$30.00	\$30.00	\$31.00	\$31.00	\$31.50	N/A
ER Tech	\$27.00	\$27.00	\$27.00	\$28.00	\$28.00	\$28.50	N/A
Medical Assistant	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	N/A
Monitor Tech	\$28.00	\$28.00	\$28.00	\$29.00	\$29.00	\$29.50	N/A
Nurse Anesthetist	\$62.00	\$62.00	\$62.00	\$64.00	\$64.00	\$64.50	\$62.00
Nurse Pracitioner Category I	\$64.00	\$64.00	\$64.00	\$66.00	\$66.00	\$66.50	\$64.00
Nurse Pracitioner Category II	\$67.00	\$67.00	\$67.00	\$69.00	\$69.00	\$69.50	\$67.00
Nurse Pracitioner Category III	\$70.00	\$70.00	\$70.00	\$72.00	\$72.00	\$72.50	\$69.00
Psych Tech	\$24.00	\$24.00	\$24.00	\$25.50	\$25.50	\$26.00	N/A
Charge - RN Category I	\$56.00	\$56.00	\$56.00	\$59.25	\$59.75	\$61.00	\$57.00
Charge - RN Category II	\$59.00	\$59.00	\$59.00	\$62.25	\$62.75	\$64.00	\$58.00
Charge - RN Category III	\$61.00	\$61.00	\$61.00	\$64.25	\$64.75	\$66.00	\$60.00
Nurse Manager	\$63.00	\$63.00	\$63.00	\$66.25	\$66.75	\$68.00	N/A
House Supervisor	\$62.00	\$62.00	\$62.00	\$65.25	\$65.75	\$67.00	N/A
Non-Acute RN	\$47.00	\$47.00	\$47.00	\$50.25	\$50.75	\$52.00	N/A
Non-Acute LPN I	\$35.00	\$35.00	\$35.00	\$36.50	\$36.50	\$37.00	N/A
Non-Acute CNA	\$20.50	\$20.50	\$20.50	\$21.50	\$21.50	\$22.00	N/A
Non-Acute PCT	\$20.50	\$20.50	\$20.50	\$21.50	\$21.50	\$22.00	N/A
Non-Acute Medical Assistant	N/A	N/A	N/A	N/A	N/A	N/A	N/A

		OVERTIME/	CALLBACK (140%)			
		Base Rat	e - Per Diem o	r Local Long	Term Staff		Traveler Staff
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts
RN Category I	\$74.20	\$74.20	\$74.20	\$77.45	\$77.95	\$79.20	\$75.60
RN Category II	\$78.40	\$78.40	\$78.40	\$81.65	\$82.15	\$83.40	\$77.00
RN Category III	\$81.20	\$81.20	\$81.20	\$84.45	\$84.95	\$86.20	\$79.80
LPN Category I	\$47.60	\$47.60	\$47.60	\$49.10	\$49.10	\$49.60	\$50.40
LPN Category II	\$47.60	\$47.60	\$47.60	\$49.10	\$49.10	\$49.60	\$50.40
CNA	\$31.50	\$31.50	\$31.50	\$32.50	\$32.50	\$33.00	N/A
PCT	\$31.50	\$31.50	\$31.50	\$32.50	\$32.50	\$33.00	N/A
Sitter/Companion	\$28.00	\$28.00	\$28.00	\$29.00	\$29.00	\$29.50	N/A
Surgical Tech I	\$49.00	\$49.00	\$49.00	\$50.50	\$50.50	\$51.00	\$50.40
Surgical Tech II	\$49.00	\$49.00	\$49.00	\$50.50	\$50.50	\$51.00	\$50.40
Central Sterile Tech	\$39.20	\$39.20	\$39.20	\$40.20	\$40.20	\$40.70	\$43.40
First Assistant Category I	\$65.80	\$65.80	\$65.80	\$67.80	\$67.80	\$68.30	\$65.80
First Assistant Category II	\$93.80	\$93.80	\$93.80	\$95.80	\$95.80	\$96.30	\$93.80
EMT	\$42.00	\$42.00	\$42.00	\$43.00	\$43.00	\$43.50	N/A
ER Tech	\$37.80	\$37.80	\$37.80	\$38.80	\$38.80	\$39.30	N/A
Medical Assistant	\$32.20	\$32.20	\$32.20	\$32.20	\$32.20	\$32.20	N/A
Monitor Tech	\$39.20	\$39.20	\$39.20	\$40.20	\$40.20	\$40.70	N/A
Nurse Anesthetist	\$86.80	\$86.80	\$86.80	\$88.80	\$88.80	\$89.30	\$86.80
Nurse Pracitioner Category I	\$89.60	\$89.60	\$89.60	\$91.60	\$91.60	\$92.10	\$89.60
Nurse Pracitioner Category II	\$93.80	\$93.80	\$93.80	\$95.80	\$95.80	\$96.30	\$93.80
Nurse Pracitioner Category III	\$98.00	\$98.00	\$98.00	\$100.00	\$100.00	\$100.50	\$96.60
Psych Tech	\$33.60	\$33.60	\$33.60	\$35.10	\$35.10	\$35.60	N/A
Charge - RN Category I	\$78.40	\$78.40	\$78.40	\$81.65	\$82.15	\$83.40	\$79.80
Charge - RN Category II	\$82.60	\$82.60	\$82.60	\$85.85	\$86.35	\$87.60	\$81.20
Charge - RN Category III	\$85.40	\$85.40	\$85.40	\$88.65	\$89.15	\$90.40	\$84.00
Nurse Manager	\$88.20	\$88.20	\$88.20	\$91.45	\$91.95	\$93.20	N/A
House Supervisor	\$86.80	\$86.80	\$86.80	\$90.05	\$90.55	\$91.80	N/A
Non-Acute RN	\$65.80	\$65.80	\$65.80	\$69.05	\$69.55	\$70.80	N/A
Non-Acute LPN I	\$49.00	\$49.00	\$49.00	\$50.50	\$50.50	\$51.00	N/A
Non-Acute CNA	\$28.70	\$28.70	\$28.70	\$29.70	\$29.70	\$30.20	N/A
Non-Acute PCT	\$28.70	\$28.70	\$28.70	\$29.70	\$29.70	\$30.20	N/A
Non-Acute Medical Assistant	N/A	N/A	N/A	N/A	N/A	N/A	N/A

	ON CALL (10%)								
		Base Rate - Per Diem or Local Long Term Staff							
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts		
RN Category I	\$5.30	\$5.30	\$5,30	\$8.55	\$9.05	\$10.30	\$5.40		
RN Category II	\$5.60	\$5.60	\$5.60	\$8.85	\$9.35	\$10.60	\$5.50		
RN Category III	\$5.80	\$5.80	\$5.80	\$9.05	\$9.55	\$10.80	\$5.70		
LPN Category I	\$3.40	\$3.40	\$3.40	\$4.90	\$4.90	\$5.40	\$3.60		
LPN Category II	\$3,40	\$3.40	\$3.40	\$4.90	\$4.90	\$5.40	\$3.60		
CNA	\$2,25	\$2.25	\$2.25	\$3.25	\$3.25	\$3.75	N/A		
PCT	\$2.25	\$2.25	\$2.25	\$3.25	\$3.25	\$3.75	N/A		
Sitter/Companion	\$2.00	\$2.00	\$2.00	\$3.00	\$3.00	\$3.50	N/A		
Surgical Tech I	\$3.50	\$3.50	\$3.50	\$5.00	\$5.00	\$5.50	\$3.60		
Surgical Tech II	\$3.50	\$3.50	\$3.50	\$5.00	\$5.00	\$5.50	\$3.60		
Central Sterile Tech	\$2.80	\$2.80	\$2.80	\$3.80	\$3.80	\$4.30	\$3.10		
First Assistant Category I	\$4.70	\$4.70	\$4.70	\$6.70	\$6.70	\$7.20	\$4.70		
First Assistant Category II	\$6.70	\$6.70	\$6.70	\$8.70	\$8.70	\$9.20	\$6.70		
EMT	\$3.00	\$3.00	\$3.00	\$4.00	\$4.00	\$4.50	N/A		
ER Tech	\$2.70	\$2.70	\$2.70	\$3.70	\$3.70	\$4.20	N/A		
Medical Assistant	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	\$2.30	N/A		
Monitor Tech	\$2.80	\$2.80	\$2.80	\$3.80	\$3.80	\$4.30	N/A		
Nurse Anesthetist	\$6.20	\$6.20	\$6.20	\$8.20	\$8.20	\$8.70	\$6.20		
Nurse Pracitioner Category I	\$6.40	\$6.40	\$6.40	\$8.40	\$8.40	\$8.90	\$6.40		
Nurse Pracitioner Category II	\$6.70	\$6.70	\$6.70	\$8.70	\$8.70	\$9.20	\$6.70		
Nurse Pracitioner Category III	\$7.00	\$7.00	\$7.00	\$9.00	\$9.00	\$9.50	\$6.90		
Psych Tech	\$2.40	\$2.40	\$2.40	\$3.90	\$3.90	\$4.40	N/A		
Charge - RN Category I	\$5.60	\$5.60	\$5.60	\$8.85	\$9.35	\$10.60	\$5.70		
Charge - RN Category II	\$5.90	\$5.90	\$5.90	\$9.15	\$9.65	\$10.90	\$5.80		
Charge - RN Category III	\$6.10	\$6.10	\$6.10	\$9.35	\$9.85	\$11.10	\$6.00		
Nurse Manager	\$6.30	\$6.30	\$6.30	\$9.55	\$10.05	\$11.30	N/A		
House Supervisor	\$6.20	\$6.20	\$6.20	\$9.45	\$9.95	\$11.20	N/A		
Non-Acute RN	\$4.70	\$4.70	\$4.70	\$7.95	\$8.45	\$9.70	N/A		
Non-Acute LPN I	\$3.50	\$3.50	\$3.50	\$5.00	\$5.00	\$5.50	N/A		
Non-Acute CNA	\$2.05	\$2.05	\$2.05	\$3.05	\$3.05	\$3.55	N/A		
Non-Acute PCT	\$2.05	\$2.05	\$2.05	\$3.05	\$3.05	\$3.55	N/A		
Non-Acute Medical Assistant	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

	HOLIDAY (150%)								
		Base Rate - Per Diem or Local Long Term Staff							
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts		
RN Category I	\$79.50	\$79.50	\$79.50	\$82.75	\$83.25	\$84.50	\$81.00		
RN Category II	\$84.00	\$84.00	\$84.00	\$87.25	\$87.75	\$89.00	\$82.50		
RN Category III	\$87.00	\$87.00	\$87.00	\$90.25	\$90.75	\$92.00	\$85.50		
LPN Category I	\$51.00	\$51.00	\$51.00	\$52.50	\$52.50	\$53.00	\$54.00		
LPN Category II	\$51.00	\$51.00	\$51.00	\$52.50	\$52.50	\$53.00	\$54.00		
CNA	\$33.75	\$33.75	\$33.75	\$34.75	\$34.75	\$35.25	N/A		
PCT	\$33.75	\$33.75	\$33.75	\$34.75	\$34.75	\$35.25	N/A		
Sitter/Companion	\$30.00	\$30.00	\$30.00	\$31.00	\$31.00	\$31.50	N/A		
Surgical Tech I	\$52.50	\$52.50	\$52.50	\$54.00	\$54.00	\$54.50	\$54.00		
Surgical Tech II	\$52.50	\$52.50	\$52.50	\$54.00	\$54.00	\$54.50	\$54.00		
Central Sterile Tech	\$42.00	\$42.00	\$42.00	\$43.00	\$43.00	\$43.50	\$46.50		
First Assistant Category I	\$70.50	\$70.50	\$70.50	\$72.50	\$72.50	\$73.00	\$70.50		
First Assistant Category II	\$100.50	\$100.50	\$100.50	\$102.50	\$102.50	\$103.00	\$100.50		
EMT	\$45.00	\$45.00	\$45.00	\$46.00	\$46.00	\$46.50	N/A		
ER Tech	\$40.50	\$40.50	\$40.50	\$41.50	\$41.50	\$42.00	N/A		
Medical Assistant	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50	N/A		
Monitor Tech	\$42.00	\$42.00	\$42.00	\$43.00	\$43.00	\$43.50	N/A		
Nurse Anesthetist	\$93.00	\$93.00	\$93.00	\$95.00	\$95.00	\$95.50	\$93.00		
Nurse Pracitioner Category I	\$96.00	\$96.00	\$96.00	\$98.00	\$98.00	\$98.50	\$96.00		
Nurse Pracitioner Category II	\$100.50	\$100.50	\$100.50	\$102.50	\$102.50	\$103.00	\$100.50		
Nurse Pracitioner Category III	\$105.00	\$105.00	\$105.00	\$107.00	\$107.00	\$107.50	\$103.50		
Psych Tech	\$36.00	\$36.00	\$36.00	\$37.50	\$37.50	\$38.00	N/A		
Charge - RN Category I	\$84.00	\$84.00	\$84.00	\$87.25	\$87.75	\$89.00	\$85.50		
Charge - RN Category II	\$88.50	\$88.50	\$88.50	\$91.75	\$92.25	\$93.50	\$87.00		
Charge - RN Category III	\$91.50	\$91.50	\$91.50	\$94.75	\$95.25	\$96.50	\$90.00		
Nurse Manager	\$94.50	\$94.50	\$94.50	\$97.75	\$98.25	\$99.50	N/A		
House Supervisor	\$93.00	\$93.00	\$93.00	\$96.25	\$96.75	\$98.00	N/A		
Non-Acute RN	\$70.50	\$70.50	\$70.50	\$73.75	\$74.25	\$75.50	N/A		
Non-Acute LPN I	\$52.50	\$52.50	\$52.50	\$54.00	\$54.00	\$54.50	N/A		
Non-Acute CNA	\$30.75	\$30.75	\$30.75	\$31.75	\$31.75	\$32.25	N/A		
Non-Acute PCT	\$30.75	\$30.75	\$30.75	\$31.75	\$31.75	\$32.25	N/A		
Non-Acute Medical Assistant	N/A	N/A	N/A	N/A	N/A	N/A	N/A		

Service Pricing – Table 1 BASE BILL RATES								
	Base Bill Rate (per hour)							
The Base Bill Rate is set forth in the row and column that correspond to the Staff Classification and Traveler or non-Traveler status.	Acute Per Diem or Local Long Term Staff	Acute Traveler Staff	Non-Acute Per Diem or Local Long Term Staff					
Cardiology - Cat I	\$47.00	\$57.00	N/A					
Cardiology - Cat II	\$54.00	\$63.00	N/A					
Cardiology - Cat III	\$62.00	\$70.00	N/A					
Cardiology - Cat IV	\$70.00	\$75.00	N/A					
Laboratory - Cat I	\$26.00	\$38.00	N/A					
Laboratory - Cat II	\$37.00	\$44.00	N/A					
Laboratory - Cat III	\$48.00	\$51.00	N/A					
Laboratory - Cat IV	\$51.00	\$57.00	N/A					
Pharmacy - Cat I	\$36.00	\$46.00	N/A					
Pharmacy - Cat II	\$70.00	\$79.00	N/A					
Pharmacy - Cat III	\$72.00	\$82.00	N/A					
Pharmacy - Cat IV	\$77.00	\$90.00	N/A					
Radiology - Cat I	\$45.00	\$51.00	N/A					
Radiology - Cat II	\$56.00	\$64.00	N/A					
Radiology - Cat III	\$64.00	\$72.00	N/A					
Radiation Therapy	\$65.00	\$75.00	N/A					
Rehabilitation - Cat I	\$43.00	\$50.00	N/A					
Rehabilitation - Cat II	\$52.00	\$60.00	N/A					
Respiratory - Cat I	\$43.00	\$50.00	N/A					
Respiratory - Cat II	\$45.00	\$52.00	N/A					

Services Pricing – Table 2 ADJUSTED BASE BILL RATES							
The Base Bill Rate plus the applicable Differential is the Adjusted Base Bill Rate. If no Differential is	Differentials (per hour). These differentials only apply to Per Diem or Local Long Term Staff. They do not apply to Traveler Staff.						
applicable, then the Adjusted Base Bill Rate is equal to the Base Bill Rate.	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night		
Cardiology	\$0.00	\$0.00	\$3.00	\$3.00	\$5.00		
Laboratory	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Pharmacy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Radiology	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Respiratory	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

The Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is not applicable) is the Adjusted Bill Rate-A.*					
The Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is not applicable) is the Adjusted Bill Rate-B. The Overtime Multiplier is not applicable to any On-Call or					
Call Back time.*	Call Mu	tiplier	Overtime Multiplier	Holiday Multiplier	
The Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is not applicable) is the Adjusted Bill Rate-C.*	Call-Back	On-Call	Overtime	Holiday	
All Positions	1.4	0.1	1.4	1.5	

Service Prici	ng – Table 4		
Local Long Term Discounts. These discou	unts apply only to L	ocal Long Term S	Staff.
If applicable, Agency must apply the Local Long Term Discount after performing all other pricing calculations		Long Term Disco	ount
as set forth on this <u>Exhibit A</u> . The resulting product is the Local Long Term Rate.	1* Weeks	4* Weeks	13 ⁺ Weeks
All Positions	0%	0%	0%

	2006-2007 SERVICE PRICING								
Staff Classification	Base	Base Rate - Acute & Non Acute Per Diem or Local Long Term Staff							
	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Evening	Weekend Night	All Shifts		
Cardiology - Cat I	\$47.00	\$47.00	\$47.00	\$50.00	\$50.00	\$52.00	\$57.00		
Cardiology - Cat II	\$54.00	\$54.00	\$54.00	\$57.00	\$57.00	\$59.00	\$63.00		
Cardiology - Cat III	\$62.00	\$62.00	\$62.00	\$65.00	\$65.00	\$67.00	\$70.00		
Cardiology - Cat IV	\$70.00	\$70.00	\$70.00	\$73.00	\$73.00	\$75.00	\$75.00		
Laboratory - Cat I	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$38.00		
Laboratory - Cat II	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$44.00		
Laboratory - Cat III	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$51.00		
Laboratory - Cat IV	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$51.00	\$57.00		
Pharmacy - Cat I	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$46.00		
Pharmacy - Cat II	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$79.00		
Pharmacy - Cat III	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$82.00		
Pharmacy - Cat IV	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00	\$77.00	\$90.00		
Radiology - Cat I	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$51.00		
Radiology - Cat II	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$56.00	\$64.00		
Radiology - Cat III	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$72.00		
Radiation Therapy	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$75.00		
Rehabilitation - Cat I	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$50.00		
Rehabilitation - Cat II	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$60.00		
Respiratory - Cat I	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$43.00	\$50.00		
Respiratory - Cat II	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$52.00		

	OVERTIME/CALLBACK (140%)								
	Base	Base Rate - Acute & Non Acute Per Diem or Local Long Term Staff							
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts		
Cardiology - Cat I	\$65.80	\$65.80	\$65.80	\$68.80	\$68.80	\$70.80	\$79.80		
Cardiology - Cat II	\$75.60	\$75.60	\$75.60	\$78.60	\$78.60	\$80.60	\$88.20		
Cardiology - Cat III	\$86.80	\$86.80	\$86.80	\$89.80	\$89.80	\$91.80	\$98.00		
Cardiology - Cat IV	\$98.00	\$98.00	\$98.00	\$101.00	\$101.00	\$103.00	\$105.00		
Laboratory - Cat I	\$36.40	\$36.40	\$36.40	\$36.40	\$36.40	\$36.40	\$53.20		
Laboratory - Cat II	\$51.80	\$51.80	\$51.80	\$51.80	\$51.80	\$51.80	\$61.60		
Laboratory - Cat III	\$67.20	\$67.20	\$67.20	\$67.20	\$67.20	\$67.20	\$71.40		
Laboratory - Cat IV	\$71.40	\$71.40	\$71.40	\$71.40	\$71.40	\$71.40	\$79.80		
Pharmacy - Cat I	\$50.40	\$50.40	\$50.40	\$50.40	\$50.40	\$50.40	\$64.40		
Pharmacy - Cat II	\$98.00	\$98.00	\$98.00	\$98.00	\$98.00	\$98.00	\$110.60		
Pharmacy - Cat III	\$100.80	\$100.80	\$100.80	\$100.80	\$100.80	\$100.80	\$114.80		
Pharmacy - Cat IV	\$107.80	\$107.80	\$107.80	\$107.80	\$107.80	\$107.80	\$126.00		
Radiology - Cat I	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$71.40		
Radiology - Cat II	\$78.40	\$78.40	\$78.40	\$78.40	\$78.40	\$78.40	\$89.60		
Radiology - Cat III	\$89.60	\$89.60	\$89.60	\$89.60	\$89.60	\$89.60	\$100.80		
Radiation Therapy	\$91.00	\$91.00	\$91.00	\$91.00	\$91.00	\$91.00	\$105.00		
Rehabilitation - Cat I	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$70.00		
Rehabilitation - Cat II	\$72.80	\$72.80	\$72.80	\$72.80	\$72.80	\$72.80	\$84.00		
Respiratory - Cat I	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$60.20	\$70.00		
Respiratory - Cat II	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$63.00	\$72.80		

		ONC	ALL (10%)				
o mai	Base	Acute Traveler Staff					
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts
Cardiology - Cat I	\$4.70	\$4.70	\$4.70	\$7.70	\$7.70	\$9.70	\$5.70
Cardiology - Cat II	\$5.40	\$5.40	\$5.40	\$8.40	\$8.40	\$10.40	\$6.30
Cardiology - Cat III	\$6.20	\$6.20	\$6.20	\$9.20	\$9.20	\$11.20	\$7.00
Cardiology - Cat IV	\$7.00	\$7.00	\$7.00	\$10.00	\$10.00	\$12.00	\$7.50
Laboratory - Cat I	\$2.60	\$2.60	\$2.60	\$2.60	\$2.60	\$2.60	\$3.80
Laboratory - Cat II	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$3.70	\$4.40
Laboratory - Cat III	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80	\$4.80	\$5.10
Laboratory - Cat IV	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.10	\$5.70
Pharmacy - Cat I	\$3.60	\$3.60	\$3.60	\$3.60	\$3.60	\$3.60	\$4.60
Pharmacy - Cat II	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.00	\$7.90
Pharmacy - Cat III	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20	\$7.20	\$8.20
Pharmacy - Cat IV	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$7.70	\$9.00
Radiology - Cat I	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$5.10
Radiology - Cat II	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$5.60	\$6.40
Radiology - Cat III	\$6.40	\$6.40	\$6.40	\$6.40	\$6.40	\$6.40	\$7.20
Radiation Therapy	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$7.50
Rehabilitation - Cat I	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$5.00
Rehabilitation - Cat II	\$5.20	\$5.20	\$5.20	\$5.20	\$5.20	\$5.20	\$6.00
Respiratory - Cat I	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$4.30	\$5.00
Respiratory - Cat II	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$5.20

	HOLIDAY (150%)								
	Base	Base Rate - Acute & Non Acute Per Diem or Local Long Term Staff							
Staff Classification	Weekday Day	Weekday Evening	Weekday Night	Weekend Day	Weekend Day	Weekend Night	All Shifts		
Cardiology - Cat I	\$70.50	\$70.50	\$70.50	\$73.50	\$73.50	\$75.50	\$85.50		
Cardiology - Cat II	\$81.00	\$81.00	\$81.00	\$84.00	\$84.00	\$86.00	\$94.50		
Cardiology - Cat III	\$93.00	\$93.00	\$93.00	\$96.00	\$96.00	\$98.00	\$105.00		
Cardiology - Cat IV	\$105.00	\$105.00	\$105.00	\$108.00	\$108.00	\$110.00	\$112.50		
Laboratory - Cat I	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$57.00		
Laboratory - Cat II	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$55.50	\$66.00		
Laboratory - Cat III	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$76.50		
Laboratory - Cat IV	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$76.50	\$85.50		
Pharmacy - Cat I	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$69.00		
Pharmacy - Cat II	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$118.50		
Pharmacy - Cat III	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$108.00	\$123.00		
Pharmacy - Cat IV	\$115.50	\$115.50	\$115.50	\$115.50	\$115.50	\$115.50	\$135.00		
Radiology - Cat I	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$76.50		
Radiology - Cat II	\$84.00	\$84.00	\$84.00	\$84.00	\$84.00	\$84.00	\$96.00		
Radiology - Cat III	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00	\$108.00		
Radiation Therapy	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$112.50		
Rehabilitation - Cat I	\$64.50	\$64.50	\$64.50	\$64.50	\$64.50	\$64.50	\$75.00		
Rehabilitation - Cat II	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$78.00	\$90.00		
Respiratory - Cat I	\$64.50	\$64.50	\$64.50	\$64.50	\$64.50	\$64.50	\$75.00		
Respiratory - Cat II	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$78.00		

EXHIBIT I

AGREEMENT FOR TRAVELER AND LOCAL LONG TERM STAFF ("TRAVELER FORM")

			BETWEEN y] AND		[Customer]
This Travele	er Form is entered	into by and betwee ("A	n gency") for the p	urpose of tracking Tra	("Customer") and veler and Local Long
Term Staff E	Bookings to Custome	r.			
Broadlane, I	lnc. ("Broadlane") an ship among Agency (er Agreement; "Trave	d Agency, Effective including Staff). Cus	tomer, and Broad	rvices previously entere , 200 ("Master lane. For purposes of c also defined in the Mast	Agreement"), governs larity: "Staff" is defined
period may	NT DURATION. Ago be extended by any a, by executing an ad-	amount of time that	t is mutually agre	e period of time specified eable to the Agency, C	d below. The assigned Customer, and Booked
STAFF PER Name of Sta		rided by Agency):			
Social Secur JOB DE		ovided by Agency): _			
Job Specific	ation:		Staff Classificat	ion:	
Schedule ar	nd Shift:				
Specify if Lo	ocal Long Term Staff	or Traveler:			
Option 1: (_	mum work week: hrs per each two hrs per week):				
Additional D	etails (if any):				
Agency wi	NT PERIOD ill provide Staff	Person beginning ("End Date").		("Start	Date") and ending
AGREED A	ND ACCEPTED				
CUSTO	MER			District	
Ву:				Printed Name	
	Signature			Title	
	Printed Name			Date	
	Title	·			
AGENO	Date CY				
Ву:					
⊃y.	Signature				

EXHIBIT F STAFF CLASSIFICATIONS AND SPECIFICATIONS

Nursing Units

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RN Category I	Acute Rehab	2	MED/SURG, or ACUTE REHAB	BLS	Rehab experience
	Bariatric I	2	Telemetry and Med/Surg	BLS	ACLS
	Case Manager	2 as an RN & 1 as a Case Mgr	Case/resource mgmt or utilization review experience	BLS	Case Manager certification, ACLS
	Clinic/Ambulatory	1	BCLS	BLS	
	Home Health or Hospice	2	No private duty; current exp. in Home Health or Hospice	BLS	
	Medical / Surgical	2	MED/SURG	BLS	
	Newborn Nursery	2	NEWBORN NURSERY	BLS	NRP/NALS
	Oncology	2	Oncology	BLS, Chemo	Oncology
	Outpatient Surgery	1 1	Med/Surg or PACU	BLS	ACLS
	Psych (General)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	
1	Psych (Geriatric)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	1 yr Psych experience
	Short Procedure (Prep & Hold)	1	MED/SURG	BLS	IV Certification
	SNF	2	MED/SURG, LTCF/SNF	BLS	
	Telemetry I	2	MED/SURG	BLS	ACLS
	UR (Utilization Review)	1	BCLS	BLS	ACLS
RN Category II	Acute Epilepsy	2	Meg/Surg, Telemetry or Epilepsy	BLS, ACLS	Epilepsy Monitoring
	Bariatric II	. 2	Telemetry and Med/Surg and 1 year ICU preferred	BLS, ACLS	<u> </u>
	Bone Marrow	2	Bone Marrow preferred with Oncology minimum	BLS	ACLS, Chemo
	Definitive Observation Unit (DOU) / PCU	2	TELE	BLS, ACLS, EKG Course	Critical Care or Telemetry Course
	Outpatient Surgery II	1	GI Recovery	BLS, ACLS	
	Pediatrics	2	Pediatrics	BLS	PALS
	Post Partum - OB/GYN	2	POST PARTUM required, Med/Surg	BLS	NRP
	Scrub Nurse	2	Current in surgery/OR		ACLS
	Solid Organ	2	Transplant	BLS, ACLS	
	Step Down	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Telemetry II	2	TELE	BLS, ACLS, EKG Course	TELE Course

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
R N Category III	Burn	2	Burn Unit Experience	BLS, ACLS, Burn Course	Critical Care Course
	Cardiac Cath Lab	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Cardio Vascular	2	CVOR, experience with Balloon pumps	BLS, ACLS, CCRT	CORN, experience wit
	Operating Room	-	required	,	Balloon pumps
	CCU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	CVICU/OHRU		CVOR, experience with Balloon pumps	BLS, ACLS, CCRT	
	011007011110	recent work in			
	Dialysis	2	Current Dialysis experience	BLS	ACLS
	Emergency Room	2	ER	BLS, ACLS , ERMCP	ATLS, TNCC, PALS, CPI
	GI Lab/Endoscopy	Atleast 1	Current Critical Care/GI Lab	BLS, ACLS	Conscious Sedation Course
	icu	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Labor and Delivery	2	L&D, with ability to scrub C-sections	BLS, NRP/NALS, ACLS, Fetal Monitor Course (hospital approved)	Antenatal/High risk exp., AWHONN Fetal Heart Monitoring Principles & Practices, AWHONN Cert. as an Inpatient OB Specialis (RNC) or equivalent
	MICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Neuro/Trauma ICU	2	Neuro/Trauma preferred; Current ICU minimum	BLS, ACLS	TNCC or CNRN
	NICU (level II & III)	2	Current NICU exp	BLS, NRP/NALS	NICU Course
	Operating Room	2	OR	BLS, ACLS, PALS	CORN
	Post Anesthesia Recovery (PACU)	2	Current Critical Care	BLS, ACLS	PALS
	Pediatric Emergency Room	2	2 years Pediatric, 1 year Pediatric ER or ICU	BLS, PALS	The state of the s
	Pediatric ICU/CCU	2	Current Pediatric Critical Care	BLS, PALS, NALS	Critical Care Course
	PICU (level II & III)	2	Current PICU exp	BLS, PALS	PICU Course
	PSHU	2	Current PSHU exp	BLS, PALS	
	PTCA Recovery	11	Cardiac Cath Lab	BLS, ACLS	0 11 10 0
	SICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
LPN	April 12 Land March 1821	<u> </u>	INED/CUDG	BLS, IV Certification	NRP
Category I	Acute Rehab	1 1	MED/SURG	BLS, IV Certification	INIX
	Clinic/Ambulatory Labor and Delivery	1 1	Clinics L&D	BLS, IV Certification	NRP/NALS
	Medical/Surgical	1	Acute MED/SURG	BLS, IV Certification	
	Newborn Nursery	1	NEWBORN NURSERY	BLS, IV Certification	NRP/NALS
	PCU	1	MED/SURG	BLS, IV Certification	ACLS
	Pediatrics	1 1	Pediatric	BLS, IV Certification	PALS
	Psych (General and Geriatric)	1	Current Psych	BLS, Non-Violent Crisis Intervention Course	
	SNF	1 1	MED/SURG	BLS, IV Certification	
	Step Down	1	MED/SURG	BLS, IV Certification	ACLS
	Telemetry	1	MED/SURG	BLS, IV Certification	EKG Course
	Transplant	1	Transplant	BLS	
Category II	Any Critical Care Unit	1	Current Critical Care	BLS, IV Certification,	Critical Care Course, ACLS
	Emergency Room	1	ER	BLS, PALS, IV Certification	NRP/NALS, ACLS
	Pediatric ER	1	ER	BLS, PALS, IV Certification	NRP/NALS, ACLS

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
First Assistant - St	ırgery				
Category I	First Assistant - OR Tech (Certified)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
Category II	First Assistant - Registered Nurse (Licensed)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
CNA/PCT		ja es nimero de m oles		<u></u>	principal and the state of the
Category I	ALL	11	Acute Hospital Experience	Board CNA	
	Medical Assistant	11	Physician's office	Certification, BLS	BLS
	Nursing Aide	1	Currently enrolled in nursing program, nursing school or other healthcare school	BLS	
SITTER Category I	ALL	6 mos	Healthcare Experience	Ability to observe and verbally communicate patient status	
TECHS	<u> Amerikansa dan menganan mengan menganan menganan menganan menganan menganan menganan mengan</u>	operation and the second		CDCCT on a multiplicat	2.2 years related
CS Tech	Central Sterile Techs	1	Knowledge of sterile techniques, instrument identification, surgical procedures or equipment	CRCST or equivalent certification program	2-3 years related experience
EMTs	EMT	1	ER	BLS, EKG	
ER Tech	Emergency Room Techs	1	ER	BLS, EKG	
Monitor Techs	Monitor Techs	1	Hospital Acute Care	BLS, EKG	
Psych	Mental Health Worker	1	Psychology or social work	12 college credits with one class in Psych	Bachelor's degree in Psychology or Social Work, Non-Violent Crisis Intervention Course
	Psych	1	BA degree in Psych or related field	BLS, CPI Certification	Group Experience
	Psych Tech	1	Current Psych experience	Non-Violent Crisis Intervention Course	Non-Violent Crisis Intervention Course
Surgical Tech	Balloon Pump Tech	1	Balloon Pump	BLS, Relevant Manufacturers Certification	
	CVOR Tech	1	Hospital Experience within OR Heart specialty	BLS	CVOR/ORT Course
	OB Tech	1	ОВ	BLS	OBT/ORT Course
	OR Tech	1	Hospital Experience within OR specialty	BLS	OR Course
Nurse Anesthetist		4	y a grant a status a superior a superior a superior de superior de superior de superior de superior de superior	1515 4016 ::	AOLC C : "
Nurse Anesthetist	ALL	2	Current CRNA experience	BLS, ACLS, Advance Practice RN Licensure, MA in Nurse Anesthesiology	ACLS, Specialty certification preferred

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
Nurse Practitioner					
Category I	Adult Care	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Family Practice	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred;
					Prescriptive authority
	Geriatric	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Pediatric	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Primary Care	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Psychiatric - Mental	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	Health			Licensure	certification preferred
	Women's Health	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	Tromorro moduli			Licensure	certification preferred
Category II	Emergency Room	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
Category II	Zmergency room	'	Surrone Strict Superiorise	Licensure	certification preferred
	Midwife	1	Current CNM experience	BLS, CNM, RN	ACLS, Specialty
	Midwife	1 '	Current Civili experience	Licensure	certification preferred
	00/0/01/11	4	Comment CDMD comments	BLS, CRNP, RN	ACLS, Specialty
	OB/GYN / Labor and	1	Current CRNP experience		
	Delivery			Licensure	certification preferred
Category III	Cardiology	1	Current CRNP experience	BLS, ACLS, CRNP, RN	
				Licensure	preferred
	Critical Care	. 1	Current CRNP experience	BLS, ACLS, CRNP, RN	
				Licensure	certification preferred
Management	Carlos and the market meaning of the second second second			a lieu a la caracter de la caracter	
Charge Nurse	ALL	2	Assigning and scheduling the work of all	BLS, ACLS	Critical Care Course
•			group members on the unit level.		
			Assisting, guiding, and instructing group		
			members in the performance of their		
	,		duties. Performing the same or similar		
		i	work assignments as the other members		
			of the group		
House Supervisor	ALL	2	At least 2 years supervisory experience,	BLS, ALS, PALS, CPI	BSN; Clinical
louse Supervisor	ALL	-	5 years overall acute care nursing	(Crisis Prevention and	certification for
			experience	Intervention), Proven	specialty as
			experience	understanding of	appropriate; Familiarity
				JCAHO standards	with state regulatory
				Standards	environment;
					Experience in
					unionized
					environments, Title 22,
					Consent Law, HIPAA
Nurse Manager	ALL	3	3 Years progressive management	BSN, All unit-specific	MSN; Membership in
		1	experience overall; At least 1 year clinical	certifications required	professional nursing
			experience in unit type; 5 years overall	of RNs	leadership
					aranization.
		:	acute care nursing experience		organization;
			acute care nursing experience		Familiarity with state
			acute care nursing experience		Familiarity with state
			acute care nursing experience		Familiarity with state regulatory environment
		·	acute care nursing experience		Familiarity with state regulatory environment Experience in
		·	acute care nursing experience		Familiarity with state regulatory environment Experience in unionized
			acute care nursing experience		Familiarity with state regulatory environment Experience in unionized environments, Title 22,
			acute care nursing experience		Familiarity with state regulatory environment Experience in unionized
			acute care nursing experience		Familiarity with state regulatory environment Experience in unionized environments, Title 22,
			acute care nursing experience		Familiarity with state regulatory environment Experience in unionized environments, Title 22,
New Street, Square, Street, Square, Sq					Familiarity with state regulatory environment Experience in unionized environments, Title 22,
New Street, Square, Street, Square, Sq	Nursing Home	1	No private duty; current experience in	BLS	Familiarity with state regulatory environment Experience in unionized environments, Title 22,
Non-Acute RN Category I	Nursing Home	1	No private duty; current experience in Home Health or Hospice		Familiarity with state regulatory environment Experience in unionized environments, Title 22,
RN Category I	Nursing Home	1	No private duty; current experience in	BLS BLS, IV Certification	Familiarity with state regulatory environment Experience in unionized environments, Title 22,
RN Category I			No private duty; current experience in Home Health or Hospice		Familiarity with state regulatory environment Experience in unionized environments, Title 22,
Contract to the second			No private duty; current experience in Home Health or Hospice Nursing Home and Assisted Living		Familiarity with state regulatory environment Experience in unionized environments, Title 22,

Allied Health Units

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
CARDIOLOGY					
Category I	EKG Tech	1	EKG Certification, BLS	EKG Certification, BLS	
Category II	Neurodiagnostic Specialties	1	BLS	BLS	
Category III	Cardiovascular Radiology Tech	1	CVT, Relevant Equipment	Graduate from Accredited Program, BLS, ARRT, State MRTBE	Specialization Certificate
	CV Tech	1	Cath Lab Experience	Graduate from Accredited Program	ARRT, Specialization Certificate
	Cath Lab Specialist	1	BLS, ACLS	BLS, ACLS	
	Echo Tech/Sonographer	1	Graduate from Accredited Program, BLS	Graduate from Accredited Program, BLS	
Category IV	Ultrasound Tech-Vascular	1	Exp. In all non-invasive vascular ultrasound	Graduate from Accredited AMA ultrasound school, RDMS Certified, BLS	RVT
LABORATORY	I de Table	<u></u>	IIIit-l Oit-l	IDLO	<u> Partino de circo de la contrata del contrata de la contrata del contrata de la contrata del contrata de la contrata del contrata de la contrata del contrata del contrata del contrata de la contrata del contrata d</u>
Category I	Laboratory Technician	1	Hospital, Commercial. Lab, Blood Bank	BLS	
	Phlebotomist	2	Hospital, Commercial. Lab, Blood Bank	BLS, Program Cert.	
Category II	Medical Lab Tech/MLT	1	Relative experience	BLS, MLT, ASCP	
Category III	Histology Technologist	5		BLS, HT	
	Medical Technician/Generalist	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Blood Bank	1	Relative experience	BLS; MT-ASCP, BB	
	Med Tech/Chemistry	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Hematology	11	Relative experience	BLS, MT-ASCP	
'	Med Tech/Microbiology	11	Relative experience	BLS, MT-ASCP	
Category IV	Cytologists	5	Gyn & Non-Gyn	BLS, CT	
PHARMACY		in the second se	A Commence of the Commence of		<u>na kananomena atak kananak mananan ka</u>
Category I	Pharmacy Tech	1	HBOC Star	BLS	Automation skills- PIXIS; HBOC Star experience preferred, IV Room, Sterile Processing
Category II	Pharmacist	1	HBOC Star	BLS	IV Room, Sterile Processing
Category III	Profiling Pharmacist	1	Artery entry skill with HBOC; mandatory HBOC experience	BLS, IV Certification	Sterile Processing
Category IV	Interim Pharmacy Director or manager	2	Pharmacy Management experience, HBOC Star,	BLS, IV Certification	Pharm. D degree

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RADIOLOGY Category I	Radiology Tech	1	Relevant Equipment, General Radiology, Fluoroscopy, OR Exp.	Graduate from AMA approved Rad. program, State License, BLS, PACS	CR-DR
Category II	CT Technologist	1	1 yr. Radiology and 6 mos. CT, Relevant Equipment	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE	ARRT-CT, Specialization Certificate
	Intraventional Rad. Tech	1	Exp. Using angiographic equipment, balloon angioplasty and	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE	ARRT-CVT, Specialization Certificate, ACLS
	Mammography Tech	1	MAM, Relevant Equipment	Graduate from AMA Accredited Program, MQSA, ARRT-M, State License, BLS, State MRTBE	ARRT-QM Specialization Certificate
	MRI Technologist	1	MRI, Relevant Equipment	Graduate from Accredited Program, ARRT, BLS, State MRTBE	ARRT-MR Certification
Category III	Nuclear Medicine Tech	1	NMT, Relevant Equipment	Graduate from Accredited Program, BLS, State License, ARRT or NMTCB eligible	Specialization Certificate
	PET/CT Technologist	-	PET Imaging Experience, 6 months relevant equipment experience	Graduate from Accredited Nuclear Medicine Program, BLS, ARRT, CAMRT or NMTCB eligible	PET Courses
	Ultrasound Tech-Gen	1	Ultrasound and Venous exams, General Ultrasound Doppler, Venous		Specialization Certificate
REHABILITATION		aleman and an area and aleman		ISI 6	<u> </u>
Category I	Certified Occupational Therapy Assistant	1	BLS	BLS	
	Physical Therapy Assistant		BLS		
Category II	Occupational Therapist Physical Therapist	1	Relevant experience to assigned program area	BLS BLS	
	Speech Language Pathologist	1	BLS	BLS	

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RESPIRATORY					
Category I	Pulmonary Function Tech. Certified	1	CPFT, BLS	CPFT, BLS	
	Respiratory Care Practitioner - Certified	1	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Certified Respiratory Therapist (CRT) Licensed Respiratory Care Practitioner byappropriate State department, BLS	ACLS, PALS
Category II	Pulmonary Function Tech. Registered	1	RPFT, BLS	RPFT, BLS	
	Respiratory Care Practitioner -Registered	1	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Registered Respiratory Therapist (RRT) Licensed Respiratory Care Practitioner by appropriate State department, BLS	ACLS, PALS
	Sleep Tech.	1	Polysomnogram	BLS	R PSG T

EXHIBIT B-1

DEFINITIONS RELATING TO PRICING

Unless the Customer specifies otherwise, the following terms have the meaning given in this table:

Unless the Customer	specifies otherwise, the following terms have the meaning given in this table:
"Call-Back"	means time during which Staff works if: (a) Staff is assigned to an On-Call shift, and (b) at Customer's request, Staff presents to the designated Customer facility to work at the Customer facility for the remainder of the On-Call shift. For the avoidance of doubt, no time is Call-Back time until the Staff arrives at the facility and presents to the appropriate department or unit to work the shift.
"Excess Time"	means any time that a Staff works if the Customer has not requested and approved in writing that the Staff perform Services during that time, prior to the Staff's working during that time.
"Holiday"	means each day listed below. For the avoidance of doubt, no other days are Holidays for purposes of this Agreement. Each Holiday begins and ends at the times designated by the Customer or Customer's facility. (1) New Year's Day (2) Memorial Day (3) Independence Day (July 4 th) (4) Labor Day (5) Thanksgiving Day (6) Christmas Day
"Local Long Term Assignment"	means any Staff Booking lasting one week or longer, excluding Traveler Assignments.
"On-Call"	means time during which Staff is not present at any Customer facility but remains available to work at the Customer facility if requested by the Customer. For the avoidance of doubt, no Staff is On-Call unless Customer requests that the specified Staff provide On-Call Services during that time.
"Overtime"	means either (A) time during which a Staff works in excess of 40 hours during one Payroll Period (if the Guaranteed Minimum Hours are inapplicable or average 40 hours or less per week), or (B) time during which a Staff works in excess of 48 hours during one Payroll Period (if the Guaranteed Minimum Hours are 48 hours per week).
"Payroll Period"	means the seven-day period beginning at 12:00a.m. Sunday and ending at 11:59p.m. the following Saturday or the period designated by the Customer or Customer's facility.
"Traveler Assignment"	means any Staff Booking worked by a Booked Staff whose permanent address for Federal Tax purposes is at least 60 miles away from the Customer facility.
"Weekday Day"	Each Customer establishes its own definition of Weekday Day. For example, a Customer may define Weekday Day to mean Monday through Friday, 7:00a.m. to 4:00p.m.
"Weekday Evening"	Each Customer establishes its own definition of Weekday Evening. For example, a Customer may define Weekday Evening to mean Monday through Thursday, 3:00p.m. to 11:00p.m.
"Weekday Night"	Each Customer establishes its own definition of Weekday Night. For example, a Customer may define Weekday Night to mean Monday through Thursday, 11:30p.m. to 7:00a.m. the following day.
"Weekend Evening"	Each Customer establishes its own definition of Weekend Evening. For example, a Customer may define Weekend Evening to mean Friday from 7:00p.m. to 11:30p.m.; and Saturday Sunday from 3:00p.m. to 11:30p.m.
"Weekend Day"	Each Customer establishes its own definition of Weekend Day. For example, a Customer may define Weekend Day to mean Saturday from 7:00a.m. to 3:00p.m. and Sunday from 7:00a.m. to 3:00p.m.
"Weekend Night"	Each Customer establishes its own definition of Weekend Night. For example, a Customer may define Weekend Night to mean Friday through Sunday, from 11:30p.m. to 7:00a.m. the following day.

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"HOT TOPICS" SERVICE LEVEL REQUIREMENTS SUMMARY

Service Level	Per Diem	Traveler/Local Contract
	Exhibit D, Section IV, F	
Payment for Late	If Staff begins working within 1 hour of scheduled start	Same
	time – facility pays from start of shift	
Booking	If Staff arrives 1+ hour after scheduled start of shift –	
	facility pays for time worked.	
	Exhibit D, Section VI, D	
	Customer has no responsibility to pay Agency for any	Same
	Overtime, despite any obligation Agency may have to pay	
	Staff, unless: (1) Customer schedules the Staff to work	
	Overtime (in writing) or, if the Overtime is unscheduled,	
Overtime	the Overtime worked is approved in writing before the	
	Booked Staff works the Overtime by a person with	
	authority to order Staff under Section II.A of this Exhibit D;	
	(2) Agency notifies Customer as required under Section	
	VI.D of this Exhibit D; and (3) the Overtime is properly	
	invoiced as set forth in Section 4.4 of the Agreement.	
	Exhibit D, Section VI, F	
Excess Time	Facility does not need to pay for excess time (missed lunch,	Same
	late departures, etc) if prior approval was not obtained	
	Exhibit D, Section IV, E	
No-Show	If agency does not replace staff, agency must credit or pay	Same
Penalty (Shift)	the cost of the full shift to facility	
		Exhibit D, Section V, B
	N/A	Agency must replace staff within agreed upon
No-Show		timeframe. If no replacement is found,
Penalty		agency owes facility 36 hours of Staff's bill
(Assignment)		rate for remaining weeks, not to exceed 36
` '		hours.
	Exhibit D, Section IV, C and D	Same
	With Advance Notice: If Staff arrives more than one hour	
Late Show	after start of shift, Facility may elect to cancel shift without	
Late Show	penalty or maintain staff and pay for time worked.	
	Without Advance Notice: Facility can deem Staff a "No	
	Show" and receive credit for the cost of the full shift.	
	Exhibit D, Section IV, B	Exhibit D, Section V, D
Canceling Staff:	If Facility cancels within 2 hours before the start of a shift,	Facility can cancel 1 shift per 4-week period
Facility	Agency may invoice the customer for 2 hours at the	without penalty (with a 2 hour notice).
	contracted rate	
	Exhibit D, Section IV, B	Exhibit D, Section V, F
	If Agency cancels within 2 hours before the start of a shift,	In case of Staff illness, Agency can cancel 1
Canceling Staff:	Agency credits or pays facility 2 hours.	shift per 4-week period with 2 hours advance
Agency		notice. At facility's discretion, Staff may
		make up shift within same pay period without
		incurring overtime.
		Exhibit D, Section V, A
Canceling	N/A	If assignment is canceled within 2 weeks of
Assignment:		start, facility either 1) owes 36 hours of Staff's
Facility		bill rate per remaining weeks, not to exceed
2 4011113		36 hours, or 2) offers a comparable
		assignment within 7 days

"HOT TOPICS" SERVICE LEVEL REQUIREMENTS SUMMARY (cont'd)

Service Level	Per Diem	Traveler/Local Contract
Canceling Assignment: Agency	N/A	Exhibit D, Section V B If agency cancels < 2 weeks prior to start date and cannot replace within 1 week of scheduled start date, or cancels before completion date agency credits 36 hours of bill rate per remaining weeks, not to exceed
Floating: Before shift starts	Exhibit D, Section III G If Staff refuses to be assigned to a unit other than initial order (they must be qualified), facility may release Staff without penalty. A float assignment may cross facilities	Exhibit D, Section III G. 4 a-c Facility should try to give Staff at least 2 hours advance notice prior to the shift start time to float to an affiliate facility. If Staff is reassigned to float across facilities after start of shift, travel time may be billed.
Floating: In the middle of an assignment	Exhibit D, Section III G If Staff refuses to float (must be qualified), facility may cancel or terminate first assignment or reassigned shift without cost or penalty.	Same
Right to Hire	Exhibit D, Section III H Facility may hire Staff at any time with no cost or penalty or waiting period after completion of assignment unless otherwise agreed upon by both parties.	Same
Orientation	Exhibit D, Section III E Up to 8 hours paid by agency. If staff arrives late or is "no show" for scheduled orientation class, facility may levy penalties as outlined in Section IV, C-F of Exhibit D.	Same
Authority for Ordering Staff	Exhibit D, Section II, A	same
Screening Criteria "Competent Staff"	Exhibit D, Section I, A-D	same
Testing	Exhibit D, Section III, B	same
Staff Misconduct	Exhibit D, Section II, D & F	same
Staff Evaluations	Exhibit D, Section III, A	same
Disclosures	Exhibit D, Section I, E	same
Disasters/Emergencies	Exhibit D, Section VII, D	same
Customer's Request of Staff	Exhibit D, Section II, B	same
Termination of Staff	Exhibit D, Section II, F	same
Use of Customer's Property	Exhibit D, Section VII, A	same
Excess Time	Exhibit D, Section VI, F	same
Customer Audit of Supplier	Exhibit D, Section VIII, A	same
Broadlane's Audit of Supplier for Service Levels	Exhibit C, Section I, A	Same

JOB SPECIFICATION CHANGES 2006 Exhibit F, Section I			
PACU	Moved from RN Category II to Category III		
PTCA Recovery	Moved from RN Category II to Category III		
GI Lab / Endoscopy	Moved from RN Category II to Category III		

Broadlane Contact Information

MARKET MANAGEMENT

Manager:

Irma Park

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602-344-5361

E-mail:

irma.park@broadlane.com

Director:

Paul Borda

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E-mail:

paul.borda@broadlane.com

CONTRACT	NO.	

AGREEMENT

FOR

SUPPLEMENTAL STAFFING SERVICES [ARIZONA REGION]

between

BROADLANE, INC.

and

dba

DATED: August 15, 2006

This Agreement for Sup	plemental Staffing	Services (the "A	Agreement"), e [.]	ffective
as of August 15th, 2006 (the "E	Effective Date"), is b	etween Broadl	ane, Inc., a De	laware
corporation with offices at 1	3727 Noel Road,	Suite 1400, I	Dallas, Texas	75240
("Broadlane"), and	dba		a	
with offices	at			
("Agency"), and remains in effe	ect for one year cor	nmencing on t	he Effective Da	ite and
expiring on August 14, 2007 ((the " <u>Term</u> "). If neit	her party gives	written notice	to the
other party at least 90 days be	fore the expiration of	date of the Terr	m, this Agreem	ent will
renew automatically for an addi	itional year, which y	ear will be a pa	rt of the Term,	but the
total Term of this Agreement	must not exceed t	wo years from	the Effective	Date.
Broadlane and Agency agree as	s follows:			

SECTION 1

ORGANIZATION AND BACKGROUND

1.1 Definitions.

- 1.1.1 <u>Broadlane Customer</u>. "<u>Broadlane Customer</u>" means any health care provider (including, but not limited to, any hospital, physician office, nursing home, ambulatory surgery center, home care agency, diagnostic imaging center, long-term care facility, etc.) for whom Broadlane provides services in connection with this Agreement and that designates Broadlane as its contracting agent. "<u>Broadlane Customer</u>" also includes a parent corporation of a health care provider that enters into an agreement with Broadlane designating Broadlane as the purchasing agent of the health care provider.
- 1.1.2 <u>Customer</u>. "<u>Customer</u>" means any Broadlane Customer that may purchase Services under this Agreement. A list of Customers, current as of the Effective Date, is set forth on <u>Exhibit E</u>. In Broadlane's sole discretion, Broadlane may revise the list of Customers at any time by providing a revised <u>Exhibit E</u> to Agency.
- 1.1.3 <u>Service</u>. "<u>Service</u>" means any service listed on <u>Exhibit A</u>, and includes any Staff Booking performed by any Booked Staff.
- 1.1.4 <u>Staff Booking</u>. "Staff Booking" means the specific components of any Services that Customer orders from Agency. Each Staff Booking entails: (a) the Staff Classification that the Customer specifies and that the Booked Staff must satisfy, (b) the designated Customer facility and Customer unit or department where the Booked Staff is scheduled to perform the Services, (c) the Guaranteed Minimum Hours that the Customer selects (if applicable), and (d) the shift or shifts that the Customer schedules the Booked Staff to perform as part of the Services. For the avoidance of doubt, a shift is a subpart of a Staff Booking; conversely each Staff Booking is comprised of one or more shifts.

- 1.1.5 <u>Staff</u>. "Staff" means any person that Agency may assign to perform any Services.
- 1.1.6 <u>Booked Staff</u>. "Booked Staff" means any Staff whom Agency assigns to perform any Staff Booking. All Booked Staff are one of the following: Traveler Staff, Local Long Term Staff, or Per Diem Staff.
- 1.1.7 <u>Traveler Staff</u>. "Traveler Staff" means any Booked Staff assigned to a Traveler Assignment.
- 1.1.8 <u>Local Long Term Staff</u>. "Local Long Term Staff" means any Booked Staff assigned to a Local Long Term Assignment.
- 1.1.9 <u>Per Diem Staff</u>. "Per Diem Staff" means any Booked Staff that are neither Traveler Staff nor Local Long Term Staff.
- 1.1.10 <u>Other Definitions</u>. All capitalized terms not otherwise defined have the meanings given to them in <u>Exhibit B</u>.
- **1.2 Group Purchasing Agreement.** This Agreement is a group purchasing agreement through which any Customer may elect to purchase Services from Agency.
- **1.3 Broadlane**. Broadlane negotiates contracts for certain products and services on behalf of the Broadlane Customers. Broadlane negotiated and entered into this Agreement as the contracting agent of the Broadlane Customers, but is not a purchaser of the Services. Except as set forth in this Agreement, Broadlane has no liability, responsibility, or performance obligations to Agency relating to any Services.
- **1.4 Customers.** Any Customer may elect to purchase Services under this Agreement, but this Agreement neither (a) obligates any Customer to purchase the Services, nor (b) precludes any Customer from purchasing Services from another vendor of similar services. A Customer automatically becomes bound by the terms and conditions of this Agreement by purchasing Services under this Agreement. Each Customer is liable directly to Agency for all payments and any other obligations with respect to Services.
- **1.5 Agency.** Agency sells the Services and enters into this Agreement to offer the Services for sale to all Customers. Agency may also desire to access the Web-Based E-commerce System, so that Agency can offer Services to the Customers through electronic means.

1.6 Exhibits.

1.6.1 <u>Services and Pricing</u>. The Services and pricing for the Services are set forth on <u>Exhibit A</u>. The charge for Services is calculated based on the specifications of

the Staff Booking, such as the Staff Classification, the scheduled shift or shifts, and the others factors set forth in the tables on Exhibit A.

- 1.6.2 <u>Staff Classifications</u>. Staff Classifications (such as RN, LVN, Respiratory Technician) and the corresponding minimum Job Specifications (such as certification, experience level, and other credential requirements mandatory for each Staff Classification) are set forth on Exhibit F.
- **1.7 Services Specific Terms and Conditions.** Additional Terms and Conditions related to the specific Services covered by this Agreement are attached as <u>Exhibit D</u>.
- **1.8 Agency Diversity.** Additional Agency Diversity terms are attached as <u>Exhibit G</u>. Agency must make disclosure required by <u>Exhibit G</u> within a reasonable time after the Effective Date unless Agency has submitted a disclosure within the last 12 months and that disclosure remains substantially accurate.
- **1.9** Customer-Specific Exhibits. Any other terms set out on a Customer-Specific Exhibit, if any, apply to that Customer, and the terms of that Customer-Specific Exhibit control in the event of a conflict with the rest of this Agreement.

SECTION 2

CUSTOMERS

- **2.1 Third-Party Beneficiary.** Broadlane and Agency are entering into this Agreement for the express, intended benefit of the Customers, Broadlane, and Agency. Each Customer is an intended third-party beneficiary of this Agreement. Each Customer may enforce the terms and conditions of this Agreement that affect that Customer. Except as provided in this <u>Section 2.1</u>, there are no other third-party beneficiaries of this Agreement.
- **2.2 Termination of Existing Contracts.** Any Customer wishing to purchase any Service under this Agreement may, at its option and without any penalty or cost, terminate any existing contract or other arrangement with Agency for the same Services. Agency must not directly or indirectly contract with any Customer for the Services during the Term unless (1) it is specifically requested to do so by Customer in writing and (2) Broadlane confirms in writing that such arrangement is permitted.
- **2.3 Qualification for Participation.** Any Customer (including any entity that becomes a Customer after the Effective Date) may elect to purchase Services pursuant to the terms and conditions of this Agreement. Agency must not allow any Customer that withdraws or is terminated as a Customer to purchase Services pursuant to the terms and conditions of this Agreement.

SECTION 3

AGENCY

- **3.1 Duty to Sell.** Except as set forth in <u>Section 2.3</u> and subject to Agency's reasonable credit requirements, Agency must offer to sell the Services to any Customer electing to purchase Services except as limited in <u>Section 4.5</u>.
- 3.2 Employment Status of Staff. Agency is each Staff's (including each Booked Staff's) sole employer under this Agreement, and is solely responsible for full compliance with, and satisfaction of, all tax, wage and hour, workers' compensation, and other legal obligations relating to that employer-employee relationship. No Staff is (a) an employee of Customer or Broadlane, or (b) an independent contractor of Agency, Customer, or Broadlane. For the avoidance of doubt, neither Broadlane nor any Customer is liable to any Staff or to Agency for any Staff's wages, salary, overtime pay, benefits, reimbursement for business expenses, or any other Staff compensation.
- 3.3 Business Continuity/Disaster Plan. As a supplier to the health care industry, Agency realizes the importance of health care delivery during disasters. Agency must have a written business continuity/disaster recovery plan, for which Agency must maintain and test all critical components on a regular basis. Agency's failure to restore its performance of its obligations under this Agreement within 30 days after an event requiring it to implement the business continuity/disaster recovery plan is a material breach of this Agreement. Agency's performance of its obligations under this Section 3.3 (other than any obligation to pay money or issue credit) is excused to the extent performance is prevented by an act of God or the public enemy, insurrections, riots, labor strikes, walkouts, or lockouts, fire, explosion, flood, government order, or other unforeseeable causes beyond the control and without fault or negligence of the Agency. The Agency must give prompt written notice to Broadlane of the cause and take whatever reasonable steps necessary to relieve the effect of the cause as rapidly as possible.
- 3.4 Notification to Broadlane of Circumstances That Could Affect Services. Agency must notify Broadlane in writing at least 30 days before (or as soon as possible if 30 days' advance notice is not practicable) of any change in circumstances relating to Agency's business that could affect the Services, such as any change to Agency's ownership or corporate structure.

SECTION 4

PURCHASING SERVICES

4.1 Pricing.

4.1.1 Firm Pricing. Exhibit A sets forth the formula for calculating the pricing for each Service. Agency must not increase these prices during the Term, but Broadlane and Agency may review the pricing offered under this Agreement within 30 days prior to the anniversary of the Effective Date or any time mutually agreed upon by Broadlane and Agency, and may mutually agree to amend Exhibit A to implement revised pricing on the anniversary of the Effective Date or any time mutually agreed upon by Broadlane and Agency. Agency may decrease the prices set forth on Exhibit A upon written notice to Broadlane, and this notice must include a proposed amended Exhibit A in electronic format. Agency must not charge or invoice Customer for any fees, charges, costs or expenses, except as set forth on Exhibit A or otherwise expressly permitted under this Agreement.

4.1.2 Taxes.

- 4.1.2.1 <u>Sales Taxes</u>. Agency must calculate and pay any applicable local and state sales tax or other taxes with respect to the direct purchase of any Service. Unless the applicable Customer is tax-exempt, Agency may invoice the Customer for these taxes if (a) the taxes are correctly reflected as a separate line item on the invoice, and (b) Agency, at least 30 days prior to providing any Services for which the tax may apply, provides to Broadlane and to Customer written documentation evidencing Agency's legal obligation to pay the applicable taxes.
- 4.1.2.2 <u>Income and Employment Taxes</u>. Agency must calculate and pay any applicable employment and income taxes, social security taxes, and any other taxes with respect to each Staff and the Staff's employment. For the avoidance of doubt, any taxes on any Staff's income are not taxes on Customer purchases, and Agency must not invoice Customer for any income taxes, social security taxes, or any other employment-related taxes.
- **4.2 Requesting Staff (Placing Purchase Orders).** Any Customer may request Agency to perform any Service, such as a Staff Booking, through the Web-Based Ecommerce System (if applicable), by telephone, fax, or through electronic order entry directly through Agency.

When ordering any Services, Customer must specify all known aspects of the Staff Booking, including: (a) the Staff Classification that the Booked Staff must satisfy; (b) the current shift schedule, setting forth the dates and times of the Services that the Booked Staff must provide; (c) the Customer facility and department where the Booked Staff must provide the Services; and (d) the Guaranteed Minimum Hours, if any. For

the avoidance of doubt, if a Customer submits a request to Agency requesting that the Agency provide Staff to perform a Staff Booking, that Customer's request constitutes a purchase order.

Customer may schedule Staff Bookings to take place on any dates and at any time. There are no minimum order requirements or fees for any Service order except as set forth in Section VI.B of $Exhibit\ D$. In addition, Agency must use commercially reasonable efforts and good faith to use and support any other electronic ordering system Broadlane designates from time to time.

4.3 Providing Staff. Agency must use best efforts to fulfill any order for Services only with a Booked Staff that meets the Staff Classification's Job Specifications set forth on Exhibit F. Agency must use best efforts to fulfill the Staff Booking within the timeframe that the Customer specifies. Additionally, if Customer requests a specific Staff for the Staff Booking, then Agency must use best efforts to assign the requested Staff to the Staff Booking if the requested Staff is available.

4.4 Invoices.

4.4.1 Invoice Submissions.

- 4.4.1.1 <u>Invoicing Customers</u>. Agency is solely responsible for invoicing the Customers for Services. If Agency issues any invoices to Customer, Agency must submit the invoice to Customer within seven days of the last day of the Payroll Period that the Services appearing on the invoice are performed in. Agency must also provide a copy of the Booked Staff's timesheet or other timekeeping record signed by Customer or otherwise reflecting Customer's written acknowledgement that the Booked Staff worked each of the scheduled shifts for which Agency is invoicing the Customer.
- 4.4.1.2 <u>Verification of Reverse-Invoices</u>. Agency is solely responsible for verifying any remittance advice documents or other reverse-invoice documents generated by any Customer or by any billing system such as the Web-Based E-commerce System. If Agency submits any remittance advice corrections or other reverse-invoice corrections to Customer, Agency must submit the corrections to Customer within seven days of receiving the remittance advice or reverse-invoice from the Customer. Customer shall provide a copy of the Booked Staff's timesheet or other timekeeping record signed by Customer or otherwise reflecting Customer's written acknowledgement that the Booked Staff worked each of the scheduled shifts for which the Customer is submitting a remittance advice or reverse-invoice.
- 4.4.2 <u>Invoice Format</u>. Unless the Customer requires Agency to provide different information, Agency must accurately set forth each of the following as a separate line item for each shift worked by each Booked Staff on each invoice that Agency issues to Customer:

- Line Item: Booked Staff's name;
- o Line Item: Dates Booked Staff worked;
- o Line Item: Staff Booking's Staff Classification (e.g. RN- Category I);
- Line Item: Total time Booked Staff worked in the Staff Classification during the applicable Payroll Period (e.g. 8.2 hours);
- Line Item: Actual time Booked Staff worked in the applicable Staff
 Classification during the applicable Payroll Period (e.g. 3:00p.m.
 to 11:00p.m.);
- o Line Item: The Base Bill Rate applicable to the Staff Booking;
- Line Item: The Adjusted Base Bill Rate, if applicable to the Staff Booking;
- Line Item: The Adjusted Bill Rate-A, if applicable to the Staff Booking;
- o Line Item: The Adjusted Bill Rate-B, if applicable to the Staff Booking;
- o Line Item: The Adjusted Bill Rate-C, if applicable to the Staff Booking;
- Line Item: The Local Long Term Assignment Discount, if applicable to the Staff Booking, and the resulting Local Long Term Rate;
- Line Item: The Early Payment Discount, if applicable to the Staff Booking, and the resulting early payment rate
- Line Item: The Customer unit or department in which the Booked Staff worked (e.g. ICU); and
- Line Item: Name of Customer's representative who approved Overtime, if Agency is invoicing Customer for any Overtime.

Customer has no duty to pay for any Services that are not correctly set forth on a timely invoice from Agency that meets these requirements.

- **4.5 Payment.** A Customer must pay for an ordered Service within 45 days after the Customer's receipt of an invoice that meets the requirements set forth in Section 4.4.2 Agency may discontinue providing Services to any Customer, but only if (a) that Customer fails to make an undisputed payment for Services within 45 days of receipt of invoice, and (b) Agency provides at least one week's prior notice to Broadlane that Agency intends to discontinue the Services to that Customer. Agency must immediately reinstate Services to that Customer once the Customer makes all past-due payments.
- **4.6 Terms and Conditions Governing Staff Bookings.** If a Staff Booking is scheduled to begin during the Term, or is extended during the Term, and continues beyond the Term, then the Staff Booking is governed by the terms and conditions of this Agreement until the completion of the Staff Booking, and all terms and conditions applicable to the Staff Booking survive the Agreement's expiration or earlier termination.

- **4.7 Supplemental Staffing Services.** Additional terms and conditions related to the Services are set forth on Exhibit D.
- **4.8 Services Warranty**. Agency represents and warrants that: (a) its employees and representatives have the skills and qualifications necessary to perform Services (including all Service-related support services under this Agreement) in a timely, competent, and professional manner in accordance with the highest industry standards and all applicable governmental requirements, laws, ordinances, rules, and regulations; and (b) Agency is able to fulfill the technical service requirements and all other services requirements of this Agreement. These warranties are in addition to any warranties provided at law or in equity.

SECTION 5

ADMINISTRATIVE FEES

- **5.1 Calculation of Administrative Fees.** Each month, Agency must pay Broadlane a fee equal to 3% of the aggregate purchase price paid for all Services that Customers paid under this Agreement during the prior calendar month, less any credits and returns (the "Administrative Fee"). Agency must pay the Administrative Fee no later than 30 days after the end of each applicable calendar month. Agency must only pay an Administrative Fee on a Customer's purchases of Services pursuant to the terms and conditions of this Agreement, any related agreement, any related promotion under this Agreement, or any other applicable written agreement between Broadlane and Agency.
- **5.2** Administrative Fee Payments. Agency must pay to Broadlane interest on any past due Administrative Fee owing to Broadlane under this Agreement at the lesser of (a) 1.50% per month or (b) the maximum interest rate legally permitted. Agency must send to Broadlane all Administrative Fee payments due to Broadlane at the addresses set forth below:

Physical Address	Overnight Delivery Address	Wire Transfer
Broadlane, Inc.	JP Morgan Chase	Broadlane, Inc.
P.O. Box 915155	Dallas Wholesale Lockbox Department	JP Morgan Chase
Dallas, Texas 75391 - 5155	Maxus Energy Tower	Account # 08806397293
E-mail: slsrpt@broadlane.com	717 North Harwood Street, 6th Floor	ABA # 113000609
	Dallas, Texas 75201-6507	Reference: (Agency, Contract #, Admin.
	Attn: Broadlane, Inc., Lockbox 915155	Fee, and Payment Period)

SECTION 6

TERMINATION

6.1 Termination for Breach. If any party asserts that another party committed a material breach of this Agreement (including any failure to pay Administrative Fees), then the non-breaching party must notify the breaching party in writing of the specific breach and request that it be cured. If the breaching party does not cure the breach

within 30 days after notice, then the non-breaching party may terminate this Agreement without cost or penalty by sending written notice to the breaching party.

- **6.2 Termination for Ineligibility.** Broadlane may immediately terminate this Agreement if Agency or any of Agency's key personnel (including Staff) is convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation.
- **6.3 Termination for Unacceptable Risk.** Without cost or penalty, Broadlane may immediately terminate this Agreement as to any Customer or in its entirety upon written notice to Agency if, in Broadlane's sole discretion: (a) this Agreement poses unreasonable risk to Broadlane or any Customer, (b) Agency's connection or association with Broadlane or any Customer creates undesirable attention or publicity for Broadlane or the Customer, or (c) this Agreement, Agency's conduct, or Broadlane's association with this Agreement becomes unacceptable, undesirable, or otherwise objectionable to Broadlane or to any Customer.
- **6.4 Effect of Termination.** The termination of this Agreement by either party (a) does not excuse either party from performing any duty or obligation assumed under this Agreement before termination, (b) does not have the effect of waiving any right either party may have to obtain performance, and (c) does not preclude the non-breaching party from pursuing any and all remedies available to it at law or equity.

SECTION 7

REPORTING REQUIREMENTS

7.1 Periodic Reporting. Accompanying each Administrative Fee payment, Agency must provide Broadlane with a Sales Data Report an electronic format, which is subject to revision from time-to-time.

SECTION 8

MISCELLANEOUS

- **8.1 Broadlane Standard Terms and Conditions.** Broadlane's standard terms and conditions are set forth on <u>Exhibit C</u>.
- **8.2 Visitation Policies.** In connection with sending a Representative to visit any Customer, Agency and its Representative must comply with that Customer's visitation policy. For purposes of convenience only and upon Agency's request, Broadlane may provide a copy of any visitation policies submitted by certain Broadlane Customers if Broadlane has the policies on file. Broadlane makes no representations regarding the completeness, currency, or content of this list of policies, and Broadlane recommends that Agency contact each Customer directly prior to any proposed visit to obtain a current copy of that Customer's visitation policy.

- **8.3** Controlling Terms. If there is a conflict between this Agreement and any other writing or correspondence between Agency, Broadlane, or any Customer, then the terms of this Agreement control. If there is an internal conflict of terms within this Agreement, then the term found in the part of this Agreement first listed below controls: the main body of the Agreement; the exhibits in order of priority as set forth in the table following the signature blocks; any other exhibits provided to Broadlane by Agency.
- **8.4 Entire Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed an original but all of which constitute the same instrument. This Agreement, including all exhibits and attachments (all of which are incorporated in this Agreement by reference), constitutes the entire agreement on this subject and supersedes all previous and contemporaneous communications, representations, or agreements regarding the referenced subject matter. This Agreement may not be modified orally, and no modification, amendment, or supplement is binding unless it is in writing and signed by authorized representatives of Broadlane and Agency.

Duly authorized representatives of the parties executed this Agreement as written below.

Broadlane, Inc.	dba		
By:	By:		
Name: Rishabh Parmar	Name:		
Title: Director, Labor Services	Title:		
Date:	Date:		

		Order of
Exhibits		Priority
A	Services and Pricing	7
В	Definitions Related to Pricing	2
С	Broadlane's Standard Terms and Conditions	4
D	Standard Terms and Conditions – Supplemental Staffing Services	5
Ε	Customer List	3
F	Staff Classifications	6
G	Environmental and Diversity Contracting Disclosures	8
Н	Customer-Specific Exhibits	9
ı	Traveler Form	1

EXHIBIT A

SERVICES AND PRICING

Prorated Rates. All hourly rates are rounded to the nearest quarter-hour and prorated based on the amount of time worked by the Staff.

Odd Shifts or Off Shifts. The Bill Rate that is applicable during any time period defined on Exhibit B-1 is applicable only during that time period, regardless of whether the shift that the Staff is working crosses more than one of the defined time periods. For example, assume that: (a) the Customer defines Day as 7:00AM to 5:00PM, (b) the Customer defines Evening as 5:00PM to 9:00PM, (c) the Customer defines Night as 9:00PM to 7:00AM, and (d) a Staff begins a 12-hour shift at 4:00PM. Under this example, the Staff would work one hour during the Day, four hours during the Evening, and seven hours during the Night, and the applicable Bill Rate would be the Day Bill Rate for the first hour, the Evening Bill Rate during the next four hours, and the Night Bill Rate during the last seven hours.

Multipliers. Multipliers are to be applied individually and separately, and no more than one Multiplier may be applied to the same Bill Rate to calculate an Adjusted Rate. For example, either the Call-Back Multiplier, or the Holiday Multiplier, or the Overtime Multiplier may apply, but none of these may be applied together.

EXHIBIT A

EXHIBIT B-1

DEFINITIONS RELATING TO PRICING

"Call-Back"	respecifies otherwise, the following terms have the meaning given in this table: means time during which Staff works if: (a) Staff is assigned to an On-Call shift, and (b) at Customer's request Staff presents to the designated Customer facility to work at the Customer facility for the remainder of the On-Call shift. For the avoidance of doubt, no time is Call-Back time until the Staff arrives at the facility and presents to the appropriate department or unit to work the shift.
"Excess Time"	means any time that a Staff works if the Customer has not requested and approved in writing that the Staff perform Services during that time, prior to the Staff's working during that time.
"Holiday"	means each day listed below. For the avoidance of doubt, no other days are Holidays for purposes of this Agreement. Each Holiday begins and ends at the times designated by the Customer or Customer's facility. (7) New Year's Day (8) Memorial Day (9) Independence Day (July 4 th) (10) Labor Day (11) Thanksgiving Day (12) Christmas Day
"Local Long Term Assignment"	means any Staff Booking lasting one week or longer, excluding Traveler Assignments.
"On-Call"	means time during which Staff is not present at any Customer facility but remains available to work at the Customer facility if requested by the Customer. For the avoidance of doubt, no Staff is On-Call unless Customer requests that the specified Staff provide On-Call Services during that time.
"Overtime"	means either (A) time during which a Staff works in excess of 40 hours during one Payroll Period (if the Guaranteed Minimum Hours are inapplicable or average 40 hours or less per week), or (B) time during which a Staff works in excess of 48 hours during one Payroll Period (if the Guaranteed Minimum Hours are 48 hours per week).
"Payroll Period"	means the seven-day period beginning at 12:00a.m. Sunday and ending at 11:59p.m. the following Saturday or the period designated by the Customer or Customer's facility.
"Traveler Assignment"	means any Staff Booking worked by a Booked Staff whose permanent address for Federal Tax purposes is at least 60 miles away from the Customer facility.
"Weekday Day"	Each Customer establishes its own definition of Weekday Day. For example, a Customer may define Weekday Day to mean Monday through Friday, 7:00a.m. to 4:00p.m.
"Weekday Evening"	Each Customer establishes its own definition of Weekday Evening. For example, a Customer may define Weekday Evening to mean Monday through Thursday, 3:00p.m. to 11:00p.m.
"Weekday Night"	Each Customer establishes its own definition of Weekday Night. For example, a Customer may define Weekday Night to mean Monday through Thursday, 11:30p.m. to 7:00a.m. the following day.
"Weekend Evening"	Each Customer establishes its own definition of Weekend Evening. For example, a Customer may define Weekend Evening to mean Friday from 7:00p.m. to 11:30p.m.; and Saturday Sunday from 3:00p.m. to 11:30p.m.
"Weekend Day"	Each Customer establishes its own definition of Weekend Day. For example, a Customer may define Weekend Day to mean Saturday from 7:00a.m. to 3:00p.m. and Sunday from 7:00a.m. to 3:00p.m.
"Weekend Night"	Each Customer establishes its own definition of Weekend Night. For example, a Customer may define Weekend Night to mean Friday through Sunday, from 11:30p.m. to 7:00a.m. the following day.

EXHIBIT B-2

ADDITIONAL DEFINITIONS

- "Administrative Fee" has the meaning given to that term in Section 5.1.
- "Affiliate" means any entity that controls, is controlled by, or is under common control with a party.
- "Agreement" has the meaning given to that term in the first paragraph of this Agreement.
- "AHLA Rules" means the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration, as amended (available at www.healthlawyer.org).
 - "ADA" means the Americans with Disabilities Act of 1990 codified at 42 USC § 12101, et seq., as amended.
 - "Anti-Kickback Statute" means the federal anti-kickback statute codified at 42 U.S.C. § 1320a-7b, as amended.
 - "Arbitration Act" means the federal arbitration statute set forth at 9 U.S.C. §§ 1-16, as amended.
 - "Booked Staff" has the meaning given to that term in Section 1.1.6 of the Agreement.
- "Adjusted Base Bill Rate" means the Base Bill Rate plus any applicable Differential set forth in Table 2 on $\underline{\text{Exhibit}}$ A.
- "Adjusted Bill Rate-A" means the Adjusted Base Bill Rate multiplied by the Call Multiplier (or multiplied by 1 if the Call Multiplier is inapplicable) as set forth in Table 3 on Exhibit A.
- "Adjusted Bill Rate-B" means the Adjusted Base Bill Rate multiplied by the Overtime Multiplier (or multiplied by 1 if the Overtime Multiplier is inapplicable) as set forth in Table 3 on Exhibit A.
- "Adjusted Bill Rate-C" means the Adjusted Base Bill Rate multiplied by the Holiday Multiplier (or multiplied by 1 if the Holiday Multiplier is inapplicable) as set forth in Table 3 on Exhibit A.
 - "Base Bill Rate" means the base price for each Staff Classification set forth in Table 1 on Exhibit A.
 - "Broadlane" has the meaning given to that term in the first paragraph of this Agreement.
 - "Broadlane Customer" has the meaning given to that term in Section 1.1.1.
- "Call Multiplier" means the Multiplier set forth in Table 3 on Exhibit A that applies to time worked either On-Call or on Call-Back as set forth in the Agreement.
- "Competing Service" means any service that is functionally equivalent to a Service that is sold by a third-party Agency.
 - "Confidential Information" has the meaning given to that term in Section II.A of Exhibit C.
 - "Contract Fees" means Administrative Fees, services fees, or other amounts due to Broadlane or the Customers.
 - "Customer" has the meaning given to that term in Section 1.1.2.
- "<u>Differential</u>" is the amount added to the Base Bill Rate to calculate the Adjusted Base Bill Rate, as set forth in Table 2 on Exhibit A.
 - "Disclosing Party" means Broadlane, Agency, Staff, or any Customer that discloses Confidential Information.
- "<u>Discount Safe-Harbor</u>" means the regulatory safe-harbor of the Anti-Kickback Statute for discounts set forth at 42 C.F.R. § 1001.952(h), as amended.
- "<u>Dispute</u>" means any controversy, claim, or disagreement (whether in contract or in tort) arising out of or relating to this Agreement, that cannot be resolved through the normal course of business, between or among any Parties.

"Early Payment Discount" means the percentage discount set forth in Table 5 on Exhibit A. that is applicable to monies owed by Customers for Services rendered when paid in the timeframe specified.

"Effective Date" has the meaning given to that term in the first paragraph of this Agreement.

"FAR" means the Federal Acquisition Regulation at 48 C.F.R. pt. 52.

"FCRA" means the Fair Credit Reporting Act codified at 15 U.S.C. § 1681, et. seq., as amended.

"<u>Guaranteed Minimum Hours</u>" means the minimum number of hours that the Customer must schedule each Booked Staff performing any Staff Booking.

"GPO Safe-Harbor" means the regulatory safe-harbor of the Anti-Kickback Statute for group purchasing organizations set forth at 42 C.F.R. § 1001.952(j), as amended.

"<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations promulgated under its authority, as amended.

"Holiday Multiplier" means the Multiplier set forth in Table 3 on Exhibit A that applies to Holiday time worked as set forth in the Agreement.

"Job Specifications" means the certification, experience level, and other credential requirements that are mandatory for a particular Staff Classification.

"Local Long Term Discount" means the percentage discount set forth in Table 4 on Exhibit A that is applicable to certain Local Long Term Assignments as set forth in the Agreement.

"Local Long Term Rate" means the hourly rate for Local Long Term Staff that results from application of the applicable Local Long Term Discount, as set forth in Table 4 on Exhibit A.

"Material Accounting Error" means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices in excess of 5% of the aggregate amount shown on all of the invoices; and (b) with regard to audits of Contract Fees, an aggregate underpayment of all Contract Fees in excess of 5%.

"Medical Information Act" means Confidentiality of Medical Information Act codified at Cal. Civ. Code §§ 56-56.31, as amended.

"Multiplier" means the On-Call, Call-Back, Overtime, and Holiday Multipliers set forth in Table 3 on Exhibit A that apply to certain time worked as specified in the Agreement.

"OIG" means the Office of Inspector General of the Department of Health and Human Services.

"OSHA" means the Occupational Safety & Hazard Administration.

"Overtime Multiplier" means the Multiplier in Table 3 on Exhibit A that applies to Overtime worked.

"Party" means any of Broadlane, Agency, or any Customer, that is a party to a Dispute.

"Pay Rate" means the hourly compensation that Agency, as each Staff's employer, pays each Staff.

"Public Announcement" means any publicity, press releases, advertising, or other materials distributed to any prospective customer or other third-party.

"Receiving Party" means Broadlane, Agency or any Customer that receives Confidential Information.

"Rehabilitation Act" means the Rehabilitation Act of 1973 codified at 29 U.S.C. 701 et seq., as amended.

"Representative" means any or all of any party's directors, officers, employees, agents, or other representatives.

"Requirements" means various federal laws, executive orders and regulations regarding equal opportunity, and affirmative action.

"Sales Data" means any data regarding the purchase and sale of Services under this Agreement.

"Sales Data Report" means a monthly report of all Services purchased by each Customer, as described in Section 7.1.

"SEC" means the Securities and Exchange Commission.

"Secretary" means the Secretary of the Department of Health and Human Services.

"Skills Checklist" means a cumulative list of all the skills that a Staff must possess, in the Customer's sole discretion, in order to perform any portion of a Staff Booking.

"Staff" has the meaning given to that term in Section 1.1.5 of the Agreement.

"Staff Booking" has the meaning given to that term in Section 1.1.4 of this Agreement.

"Agency" has the meaning given to that term in the first paragraph of this Agreement.

"Service" has the meaning given to that term in Section 1.1.3.

"Term" has the meaning given to that term in the first paragraph of this Agreement.

"<u>Unavailable Service</u>" means any Service that is unavailable for purchase by a Customer, because of Agency's inability to provide the Service.

"<u>Web-Based E-commerce System</u>" means any Internet-based ordering and invoicing system maintained, owned, or provided by Broadlane.

EXHIBIT C

BROADLANE'S STANDARD TERMS AND CONDITIONS

I. AUDIT RIGHTS

A. Broadlane Audit of Agency.

- 1. <u>Frequency; Scope</u>. Upon Broadlane's request, Agency must permit Broadlane or a third-party auditor appointed by Broadlane to conduct an audit of Agency's books and records relating to orders, invoices, sales reports, and discounts regarding the Customers' purchases of Services under this Agreement, for the purposes of determining whether Agency:
 - (a) extended the correct pricing (including proper rebates) to the Customers, and
 - (b) paid the correct Contract Fees.
- 2. <u>Reimbursements</u>. If any audit reveals any variance from any invoice to any Customer, then Agency must immediately refund to the Customer any excess payment received from the Customer. In addition, if any audit reveals a Material Accounting Error, then Agency must reimburse Broadlane for all costs and expenses incurred in conducting the audit.
- 3. <u>Procedures</u>. Broadlane must conduct any audit pursuant to this <u>Section I.A</u> in accordance with the procedures set forth in Section I.C of this Exhibit C.

B. Customer Audit of Agency.

- 1. <u>Frequency: Scope.</u> No more than once every calendar quarter with regard to any Customer, Agency must permit the Customer or a third-party auditor appointed by the Customer to conduct an audit of Agency's books and records relating to orders, invoices, sales reports, and discounts regarding that Customer's purchase of Services under this Agreement, for the sole purpose of determining whether Agency extended the correct pricing (including proper rebates) to that Customer. If requested by Customer, Agency must verify any invoice and its supporting documentation (such as timesheets, personnel files, and payroll information).
- 2. <u>Reimbursements</u>. If any audit reveals any variance from any invoice of the Customer initiating the audit, Agency must immediately refund to the Customer any excess payment received from the Customer. In addition, if any audit reveals a Material Accounting Error, then Agency must reimburse the Customer for all costs and expenses incurred in conducting the audit.
- 3. <u>Procedures</u>. Each Customer must conduct any audit pursuant to this <u>Section I.B</u> in accordance with the procedures set forth in <u>Section I.C</u> of this <u>Exhibit C</u>.
- **C. Audit Procedures.** All audits pursuant to this <u>Section I</u> must be conducted (i) upon reasonable prior written notice during the regular business hours at the location where Agency keeps the relevant records; and (ii) in a manner not to unduly interfere with Agency's operations. If any audit conducted pursuant to this <u>Section I</u> produces documentation of any overcharges or undercharges, then Agency must resolve any issues regarding that audit conclusion within 30 days after presentation of the audit results to Agency. If any issue regarding audit conclusions is not resolved within 30 days after presentation, then any Party may submit those issues as a Dispute for resolution pursuant to <u>Section IV</u> of this <u>Exhibit C</u>.

II. CONFIDENTIALITY

A. Confidential Information.

- 1. <u>Definition</u>. "<u>Confidential Information</u>" means any information or analyses (including any derivative information or analyses that a Disclosing Party may develop) provided by a Disclosing Party that is:
 - (a) particularized and identifiable to the Disclosing Party;
 - (b) non-public, confidential, and proprietary to the Disclosing Party; and

- (c) required to be maintained in the strictest confidence and to not be disseminated to persons other than the Receiving Party and its Representatives.
- 2. Specific Categories. Specifically, "Confidential Information" includes, but is not limited to:
- (a) information and data regarding the Disclosing Party's business, operations, business and marketing plans, Representatives, properties, business goals and strategies, financial information and reports, customer lists, technical data, formulae, programs, hardware, software, technical processes, and other technical information, whether or not in writing;
- (b) the subject matter of any discussions or correspondence between or among Broadlane, Agency and any Customer; and
 - (c) any analyses, compilations, projections, studies, or related materials prepared by the Disclosing Party.
- 3. Exclusions. "Confidential Information" does not include:
 - (a) the existence of this Agreement (including the Services);
 - (b) any information that,
 - (i) at the time of disclosure is:
 - (A) generally available to and known by the public (other than as a result of its unauthorized disclosure by a party); available to a party on a non-confidential basis prior to disclosure; received by a party on a non-confidential basis from a third person who is not under an obligation to maintain the confidentiality of the information:
 - (B) aggregated and blinded data that cannot be identified to a Disclosing Party; or
 - (ii) at any time, consists of intellectual properly independently developed without reference or use of any Confidential Information.

B. General Treatment of Confidential Information. Except as provided in Section II.C of this Exhibit C:

- 1. A Receiving Party must hold all Confidential Information in strictest confidence, and must not disclose any Confidential Information to any person except its Affiliates and Representatives that have a need to have access to the Confidential Information in connection with Receiving Party performing its obligations under this Agreement.
- 2. Without the Disclosing Party's prior written consent, a Receiving Party must not use any Confidential Information in any manner that is:
 - (a) competitive with the business of the Disclosing Party, or
 - (b) adverse to the Disclosing Party's business interests and objectives.
- 3. A Receiving Party must advise each of its Representatives of the obligation to keep all Confidential Information strictly confidential and the Receiving Party is responsible for any breach of this Agreement by any of its Representatives.

C. Specific Treatment of Confidential Information.

- 1. <u>This Agreement is Confidential</u>. Except as provided in this <u>Section II</u>, Broadlane and Agency may not disclose the terms and conditions of this Agreement to any other person or entity other than (a) a Broadlane Customer, (b) an authorized distributor (if applicable), or (c) as required by law.
- 2. <u>Broadlane Limitations</u>. Broadlane may disclose relevant information regarding this Agreement (including the pricing set forth on <u>Exhibit A</u>) to any Broadlane Customer, and to any prospective Broadlane Customers (and that have agreed to confidentiality obligations consistent with this <u>Section II</u>) in connection with Broadlane's business offerings (including group purchasing, consulting, supply chain management, etc.), for the purpose of demonstrating cost savings.

3. Agency Limitations.

- (a) <u>Protection of Customer's Information</u>. Agency must not in any manner disclose any information relating to the purchases by any Customer of any Services or purchases made through the Web-Based E-Commerce System, except to the Customer or Broadlane.
- (b) <u>Protection of Web-Based E-Commerce System Information</u>. Agency must not in any manner disclose any business or technical information relating to the Web-Based E-Commerce System Information.
- **D. Publicity.** Except as permitted by <u>Section II.C</u> of this <u>Exhibit C</u>, Agency may not make any Public Announcement concerning the existence of this Agreement or its terms and conditions without Broadlane's prior written approval. Only with Broadlane's prior written consent may Agency: (i) use the names, trade names, trademarks, service marks, trade dress, or logos of Broadlane, Inc. or any Broadlane Customers in any Public Announcement; or (ii) refer to the existence of this Agreement in any Public Announcement. Only with Agency's prior written consent may Broadlane use Agency's name, trade name, trademarks, service marks, trade dress, or logos in any Public Announcement. Broadlane and Agency may distribute marketing materials for purposes of promoting this Agreement to Broadlane Customers, but neither party may distribute any marketing materials that may be interpreted as originating from the other party.
- **E. Data Ownership.** Each of Broadlane, Agency and any Customer have all ownership, rights and title to any unique information that it provides or discloses in connection with the administration of this Agreement or in connection with any transaction under this Agreement. Agency and the applicable Customer jointly own relevant Sales Data. Pursuant to <u>Section 7</u>, Agency must disclose Sales Data to Broadlane and grants Broadlane permission to use this information in providing services to the Broadlane Customers in accordance with this <u>Section II</u>.
- **F.** Legal Obligations to Disclose. Regardless of anything in this <u>Section II</u> to the contrary, if any Receiving Party or its Representatives are requested or required (by oral questions, written interrogatories, requests for information or documents, subpoena, civil or criminal investigatory demand, or similar process) to disclose any Confidential Information, then the Receiving Party must provide the Disclosing Party with notice of the request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance with this <u>Section II</u>. If, in the absence of a protective order or the receipt of a waiver under this Agreement, a Receiving Party or its Representatives nonetheless, in the opinion of its counsel, is compelled to disclose any Confidential Information, then the Receiving Party or its Representatives may disclose only that portion of the Confidential Information that its counsel advises is legally required to be disclosed. Broadlane, Agency and each Customer must take reasonable steps to cooperate with each other in seeking to obtain any protective order or other assurance of confidential treatment of the Confidential Information.
- **G.** Remedies. As there is no adequate remedy at law, a Disclosing Party may seek equitable relief (including injunctive or mandatory relief) if there is any breach or threatened breach of this <u>Section II</u>, and a Receiving Party must not oppose the granting of this relief. A Disclosing Party's entitlement to equitable relief pursuant to this <u>Section II.G</u> must not be deemed to be an exclusive remedy under this Agreement, but is in addition to all other remedies available in law or equity.

III. INDEMNIFICATION

- A. Indemnification of Customers. Agency must indemnify, defend, and hold each Customer and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or other losses arising from a breach of this Agreement by Agency or arising from any Service. This indemnity must include provision of a defense to any third-party claims and the advance of costs related to this defense, but does not extend to any portion of the loss due to a Customer's negligence or willful misconduct.
- **B.** Indemnification of Broadlane. Agency must indemnify, defend, and hold Broadlane and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or other losses arising from a breach of this Agreement by Agency or arising from any Service. This indemnity must include provision of a defense to any third-party claims and the advance of costs related to this defense, but does not extend to any portion of the loss due to Broadlane's negligence or willful misconduct.
- **C.** Indemnification of Agency. Broadlane must indemnify, defend, and hold Agency and its affiliates, officers, directors, and agents harmless from and against all damages, claims, or losses caused by Broadlane's breach of any term in this Agreement. This indemnity must include provision of a defense to any third-party claims and the advance of costs related to this defense, but does not extend to any portion of the loss due to Agency's negligence or willful misconduct.

D. Insurance.

- General Requirements. All insurance required by this <u>Section III.D</u> must:
- (a) be endorsed to name Broadlane and, upon request from Customer or from Broadlane on behalf of Customer, name Customer as an additional insured, as their interests may appear and with respects to this contract Agency may amend its insurance policies to include a blanket additional insured endorsement where required by contract. Each Customer must be named on all insurance policies to cover only the damages, claims or other losses arising from any negligent act or omission by Agency and not the damages, claims, or other losses due to the negligence or omissions of the Customer (or any of the Customer's agents, employees, or subcontractors, other than the Agency). Coverage provided to the additional insured(s) will be on a primary basis and will not seek contribution from the additional insured's policy.
- (b) not be cancelable with less than 30 days' prior written, except 10 days for non-payment of premium, to Broadlane and each Customer, and
- (c) be provided by an approved carrier with not less than an "A" A.M. Best rating unless otherwise allowed by Broadlane
- 2. <u>Basis of Coverage</u>. All coverage should be obtained on occurrence basis forms. Coverage may be provided on a claims-made basis, but Agency must (prior to the effective date of termination of Agency's current insurance coverage and at its sole expense) either:
 - (a) procure a replacement policy having a retroactive date no later than the Effective Date, or
 - (b) (i) purchase, at minimum, ten year tail coverage in the amounts required in this <u>Section III.D</u> or purchase coverage each year with retroactive coverage to the effective date for all claims arising out of incidents occurring:
 - (A) prior to termination of Agency's current coverage, or
 - (B) prior to expiration or earlier termination of this Agreement, and
 - (ii) provide Broadlane with a certificate of insurance evidencing that coverage.
- 3. <u>Agency Coverage</u>. At no cost to Broadlane or any Customer, during the Term Agency must secure and maintain insurance in the amounts and types set forth in this <u>Section III.D</u>. Annually, Agency must provide Broadlane, and, upon request, provide Customer with a certificate of insurance evidencing the coverage required by this <u>Section III.D</u>.
 - (a) <u>Commercial General Liability Insurance</u>. Agency must maintain primary commercial general liability insurance to cover Agency and its employees for bodily injury and property damage to third parties in an amount not less than \$1 million dollars per occurrence and \$3 million dollars general aggregate. Limits of coverage are in addition to defense costs.
 - (b) Workers' Compensation Insurance. Agency must maintain workers' compensation coverage, with statutory limits, covering all employees, in each applicable state for which Agency's employees reside or work. Agency will cause such Workers' Compensation Coverage to afford a Waiver of Subrogation for the benefit of Broadlane and each Customer, provided, however, that neither Agency nor its carrier are required to waive any right of subrogation arising from a Customer's proven negligence or willful misconduct. Agency must maintain employer's liability insurance in an amount not less than (i) \$1 million per accident, (ii) \$1 million for disease policy limit, and (iii) \$1 million disease coverage per employee.
 - (c) <u>Unemployment Compensation Insurance</u>. Agency must maintain unemployment compensation coverage as required by statute, which (unless otherwise agreed to by Broadlane and Agency) must be in the form of an unemployment compensation insurance policy.
 - (d) <u>Commercial Automobile Liability Insurance</u>. If travel by automobile is required in the performance of any Staff Booking, Agency must maintain primary commercial automobile liability insurance to cover Agency and its employees for bodily injury and property damage to third parties arising from the ownership, maintenance, or

use of an owned, non-owned, or hired vehicle in an amount not less than \$1 million per occurrence combined single limit.

(e) <u>Professional Liability Insurance</u>. Agency shall provide professional liability insurance coverage for each Staff while on assignment with Customers to cover all incidents which may occur during an assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

IV. DISPUTE RESOLUTION

A Arbitration.

- 1. Procedures. Any Dispute must:
- (a) except as otherwise provided in this <u>Section IV.A</u>, be settled by binding arbitration in accordance with the AHLA Rules, and to the extent of the subject matter of the arbitration, must be binding not only on all Parties, but on any other Affiliate of a Party to the extent that the Affiliate joins in the arbitration; and
 - (b) be governed by the Arbitration Act.
- 2. Location. Arbitration pursuant to this Section IV.A. must be held in either
 - (a) Dallas, Texas; or
 - (b) in the state or commonwealth where the Customer is domiciled, to be determined by Broadlane and the Customer
- 3. Damages. The arbitrator's award must be:
 - (a) the sole and exclusive remedy of the Parties, and
- (b) enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrator.
- **B.** Limitation. Nothing in this <u>Section IV</u> limits any Party's rights or obligations regarding indemnification for third-party claims pursuant to Section III of this <u>Exhibit C</u>.

V. REGULATORY COMPLIANCE

- A. Safe Harbor. Agency must comply with the applicable requirements of the Discount Safe-Harbor.
- B. Federal Program Participation. The OIG Special Advisory Bulletin on the Effect of Exclusions on Participation in Federal Health Care Programs, dated September 30, 1999, clarifies the OIG's sanction authority to impose civil money penalties and deny reimbursement under federal health care programs of any and all products or services if the products or services are provided by an excluded entity. (64 Fed. Reg. 52791 (1999)) The OIG Special Advisory Bulletin specifically provides that "items or equipment sold by an excluded manufacturer or Agency used in the care or treatment of beneficiaries and reimbursed, directly or indirectly, by a federal health care program violate the OIG's exclusion." Agency represents and warrants that: (i) neither it, nor any of its key personnel (including Staff), have been convicted of an offense related to health care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal program participation as of the Effective Date; and (ii) Agency must immediately notify Broadlane and each Customer in writing if any of these events occurs.
- C. HIPAA. This Agreement and certain data that may be exchanged under this Agreement may be subject to (i) HIPAA, and (ii) the Medical Information Act, and Agency may be considered a "business associate" of a Customer for purposes of HIPAA. If any Customer determines that Agency must agree to additional terms to comply with HIPAA, the Medical Information Act, or any other privacy law or regulation, then Agency must negotiate in good faith with the Customer for mutually agreeable terms. If the Customer and Agency do not reach agreement, then the Customer may terminate its participation under this Agreement without cost or penalty by providing 30 days' prior written notice to Agency.

- **D.** Equal Opportunity. Some Customers are government contractors and are subject to the Requirements. Some Agencies and subcontractors who contract with these Customers also must comply with these Requirements. Broadlane notifies Agency that Agency may be subject to certain Requirements and incorporates by reference the following clauses from the FAR: (a) Equal Opportunity (Feb. 1999) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Dec. 2001) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36; and (d) Small Business Subcontracting Plan (Oct. 1999) at FAR 52.219-9.
- E. Environmental and Diversity Contracting Disclosures. Agency must promptly make the disclosures required by Exhibit G (i) after the Effective Date unless Agency submitted a disclosure within 12 months prior to the Effective Date and that disclosure remains substantially accurate; and (ii) following any subsequent disclosure requests.

F. Statutory Audit Rights for Services.

- 1. Access to Books, Documents, and Records. In connection with 42 U.S.C. § 1395x(v)(1)(I) (and the implementing regulations set forth at 42 C.F.R. § 420.300-.304), Agency must, upon five days' prior written request, grant to the Secretary, the Secretary's duly-authorized representative, the Comptroller General of the United States, or the Comptroller General's duly-authorized representative, the right to review any and all books, documents, and records as may be necessary to certify the nature and extent of the costs of the services in excess of \$10,000 per year.
- 2. <u>Requirement</u>. If any of the services are performed by way of subcontract with another organization, then the subcontract must contain and Agency must enforce a provision to the same effect as in <u>Section V.F.1</u> of this <u>Exhibit C</u>.
- G. OSHA Compliance. Agency, including all Staff, must comply with all applicable OSHA regulatory requirements.

VI. MISCELLANEOUS

- A. Governing Law and Venue. This Agreement must be construed and its performance enforced under Texas law. The parties agree to be subject to personal jurisdiction in and consent to service of process in the State of Texas, except where an individual suit may involve Agency and a Customer, in which case Agency consents to the personal jurisdiction and service of process in the state or commonwealth where the Customer is domiciled.
- **B.** Assignment. Neither party may assign, subcontract, delegate, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement (other than to a subsidiary or parent company of a party owning greater than 50% of that party), nor may it contract with third parties to perform any of its obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.
- **C. Binding Effect Upon Successors**. This Agreement is binding upon and inures to the benefit of the parties and their permitted assigns.
- **D.** Verification of Staff Qualifications and Other Information. Agency bears sole responsibility for verifying any information that it obtains from or regarding Staff (including Staff qualifications, competency, licensure, references, background investigation results, immunization history, U.S. Green Card or I-9 employment eligibility status, etc.). Agency warrants the accuracy and completeness of any information regarding Staff that (a) Agency provides to Broadlane or to any Customer; or (b) Agency obtains in order to satisfy any obligation under this Agreement. Neither Broadlane nor Customer has any duty or obligation to verify any information regarding any Staff that Agency obtains or provides.
- **E.** Unsolicited Advertisements. Agency may send to Customer, by call, email or facsimile, Staff profiles and any other transaction-related information (e.g. invoices, Service-utilization reports, and bill summaries), but Agency must not send to Customer, by call, email or facsimile, any advertising or marketing material unless the Customer specifically requests that material.
- F. No Waiver. The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition, unless agreed to in a writing signed by both parties.
- **G. Severability.** If any part of this Agreement is for any reason found to be unenforceable, then the unenforceable provision is reformed to conform to the law, and all other parts of this Agreement nevertheless remain enforceable.

- **H. Headings**. The descriptive headings of the sections of this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any section.
- I. Notices. Any notice required to be given under this Agreement must be in writing, postage and delivery charges pre-paid, and may be sent by email, fax, hand delivery, overnight mail service, first-class mail, or certified mail with return receipt requested, to Broadlane or Agency at the addresses and fax numbers set forth below. Any party may change the address to which notices are to be sent by notice given in accordance with the provisions of this Section VI.I. Notices under this Agreement are deemed to have been given, and are effective upon, actual receipt by the other party or, if mailed, upon the earlier of the fifth day after mailing or actual receipt by the other party.

If to Broadlane: Broadlane, Inc.

13727 Noel Road, Suite 1400

Dallas, Texas 75240 notices@broadlane.com Attn: Nurse Staffing Team Fax No.: 415.844.7175

Attn: Operations Counsel Fax No.: 972.813.7939

f to Agency:	dba		
			44.00
	Attn:		and the second section of the second
	Fax No.:		

- **J. Broadlane's Ethics Policies.** Broadlane's ethics policy is posted on Broadlane's website (http://www.broadlane.com/ethics.html). Agency is encouraged to report violations of the policy to Broadlane's hotline (866.45.ethic).
- **K. Survival.** The terms and conditions of this <u>Exhibit C</u> survive the expiration or other termination of this Agreement, regardless of the cause giving rise to the expiration or termination.

EXHIBIT D

STANDARD TERMS AND CONDITIONS—SUPPLEMENTAL STAFFING

I. ELIGIBILITY FOR ASSIGNMENT

- A. Pre-Assignment Background Screening. Before any Staff may perform any Services, if applicable to Staff Booking, in the discretion of the Customer, Agency must thoroughly investigate the Staff's background and work history at no additional charge. At a minimum, Agency must:
 - 1. Investigate whether the Staff has ever been subject to any board action (including any pending action);
- 2. Investigate whether the Staff has any criminal record in each county in which the Staff resided or worked within the seven years immediately preceding the Staff Booking;
- 3. Investigate the Staff's criminal history through the state police if requested by Customer and if required by law for Staff who may be assigned to work in any behavioral health unit or investigate whether Staff is a registered sex offender for Staff who may work with pediatric patients as identified by Customer at time of Staff request.
 - 4. Administer an 11-panel drug screen within the timeframe determined by the applicable Customer;
- 5. Obtain at least two references from the Staff's most recent employment and, at a minimum, verify the dates of the Staff's employment with the appropriate department of the employer;
- 6. Complete and maintain all I-9 Employment Eligibility Verification Form documentation for the Staff and any other work permit documentation for the Staff as required by federal law or regulation;
 - 7. Verify the Staff's current resume;
 - 8. Ensure that the Staff has completed the appropriate Skills Checklist (if applicable);
- 9. Verify that the Staff possesses all applicable certification cards (such as CPR certification card or BLS-certification card);
- 10. Verify that the Staff person's identity current photo identification or a copy of the current photo identification matches those of other documents such as licensure; and
 - 11. Verify any other required certification documents if requested by the Customer;

Agency must ensure that all background investigations comply with the FCRA, and must release the findings of the background investigation to Customer, upon Customer's request, to the extent permitted or required by law. If any Staff reports for any Staff Booking before the Agency has performed the investigation or verified the information as required under this <u>Section I.A</u>, Customer may immediately terminate or cancel the Staff Booking without cost or penalty and the requirements set forth under <u>Section VI.B</u> of this <u>Exhibit D</u> do not apply.

- B. Staff Professional Qualifications. If applicable to Staff Booking, in the discretion of the Customer, Agency represents and warrants that each Booked Staff meets the following minimum qualifications:
- 1. Booked Staff possess all requisite professional licenses and certifications, including current CPR certification, and these licenses and certifications are current;
- 2. Booked Staff meets all current standards established by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO");
- 3. Booked Staff satisfies the requirements and meets the standards established by any other applicable accrediting body of which Customer is a member and as communicated by Customer or Broadlane to Agency on an annual basis or at the time of Customer's request of Staff;
 - 4. Staff is current on all requisite in-service training regarding fire safety, general safety, and infection control;

- 5. Booked Staff satisfies any respirator fit-testing requirements promulgated by OSHA, if required by Customer in Customer's sole discretion, and as verified by annual testing that Agency must perform at no additional charge if requested by the Customer. The Agency will be responsible for any costs associated with testing of the N-95 mask for Booked Staff; Customer will provide for fit-testing of any other model at no expense to Agency. Should the Agency not have the required equipment to perform this testing, Customer will provide this service for Booked Staff and charge the Agency according to Customer's internal fee schedule;
- 6. Booked Staff has obtained a passing score, established by Customer in the Customer's sole discretion, on all applicable professional examinations;
- 7. Booked Staff has a minimum of one-year prior experience in the Staff Booking's designated Staff Classification acquired in the United States within the three years immediately preceding the most recent Staff Booking; and
- 8. Booked Staff is able to speak, understand, write, and read English sufficiently to communicate with English-speaking patients and Customer personnel, and to complete necessary documentation.

In addition, Customer may require Agency to provide proof of any Booked Staff's compliance with any other legal or regulatory requirements that relate to any Staff Booking at no additional charge. Customer must notify Agency at time of Staff request of such requirements otherwise Agency may charge Customer for additional costs incurred by said requirements. Customer has no duty to pay Agency for any Staff that does not meet all of the qualifications set forth in this <u>Section I.B</u> and any additional qualifications as communicated by Customer or Broadlane to Agency on an annual basis or at the time of Customer's request of Staff, regardless of whether the Staff actually performs any Services.

- **C. Health Screening.** If applicable to Staff Booking, in the discretion of the Customer, Agency must conduct the health screenings as described in this <u>Section I.C</u>, Agency must assure that Staff has had all immunizations, diagnostics, and examinations as required by applicable law, including but not limited to the health screenings as described in this Section I.C.
- 1. Current Health and Physical Limitations. Agency must maintain records regarding each Staff's current health, and must obtain a release from each Booked Staff permitting Customer access to the Booked Staff's health history to the extent permitted by the ADA, the Rehabilitation Act, or any other applicable federal or local law or regulation. Prior to the first day of any Staff Booking, Agency must notify the Customer of any physical limitations that may affect a Booked Staff's performance of Services, to the extent permitted by the ADA, the Rehabilitation Act, or any other applicable federal or local law or regulation. Agency must maintain all records provided by the Booked Staff under this Section I.C for the duration of each Staff Booking and as required by any applicable law or regulation. If requested by Customer, Agency must retain an independent third-party agent at no additional charge to verify the authenticity of the records provided by the Booked Staff for any Staff Booking provided to Customer under this Section I.C.
- 2. **Tuberculosis Screening.** Agency must ensure that each Booked Staff has undergone PPD skin testing or had a chest x-ray within the 12 months immediately preceding any Staff Booking. If any Staff experiences or reports any symptoms indicating the Staff is positive for tuberculosis, Agency must ensure that the Staff undergoes additional skin testing or chest X-rays at no additional charge, and must ensure that (a) the results indicate that the Staff is free from active tuberculosis, or (b) if the x-ray or skin test is positive for tuberculosis, the Staff has completed a tuberculosis consult form before continuing or reporting for any Staff Booking.
- 3. **Immunization Records.** Each Booked Staff, prior to beginning any Staff Booking or within the timeframe determined by the applicable Customer, must provide to Agency records that establish the following:
 - (a) The Staff is free of tuberculosis or has had a tuberculosis consult as set forth in <u>Section 1 C.2.</u> of this Exhibit D:
 - (b) The Staff has been immunized against Hepatitis B, or has declined in writing to be immunized against Hepatitis B after being advised of the risks of declining the immunization as required under OSHA regulations and any applicable local laws or regulations;
 - (c) The Staff has been immunized against or is otherwise immune to: (a) Rubella, (b) Rubeola, (c) Mumps, (d) Varicella (Chicken Pox), and (e) any other diseases or conditions specified by Customer; and

(d) Staff has had a physical within the twelve months immediately preceding any Staff Booking, if required by the Customer.

Agency must maintain all records provided by the Booked Staff under this <u>Section C.3</u> for the duration of each Staff Booking and as required by any applicable law or regulation. If requested by Customer, Agency must retain an independent third-party agent at no charge to Customer to verify the authenticity of the records provided by the Booked Staff for any Staff Booking provided to Customer under this <u>Section C.3</u>.

- D. Eligibility and Ongoing Duty to Ensure Eligibility. Customer, in its sole discretion, may, without cost or penalty, reject any Staff for any Staff Booking. Additionally, Agency must not assign any Staff to perform any Services if:
 - 1. the Staff has been convicted of a felony;
 - 2. the Staff has a verified positive drug screen result;
 - 3. the Staff has any history of child abuse, child endangerment, or is a registered sex offender;
- 4. the Staff has misrepresented to Agency or Customer any information related to the Staff's former employment or other background;
- 5. the Staff has been debarred, excluded, or is otherwise ineligible for any federal or state health care reimbursement program participation; or
- 6. the Staff is ineligible to work in the United States or fails to provide the Agency with proper documentation demonstrating that the Staff is eligible to work in the United States.
- At Customer's request, Agency must provide Customer with written confirmation that the background check performed by Agency under <u>Section I.A</u> of this <u>Exhibit D</u> did not reveal any circumstances that would render the Staff ineliable to perform Services under this <u>Section I.D</u>.
- **E.** Ongoing Duty to Inform Customer of Staff Professional Status. At a minimum, Agency must notify Broadlane and each Customer in writing within three days of the occurrence of any of the following:
- 1. Agency's or Booked Staff's professional license lapses or is denied, suspended, revoked, terminated, relinquished, or made subject to probation or any other restriction;
- 2. Agency or Booked Staff, or the respective underwriter, has been ordered to pay damages in any malpractice action (whether by way of settlement or judgment) of which Agency has actual or constructive knowledge;
- 3. Agency or Booked Staff has become the subject of a disciplinary procedure of which Agency has actual or constructive knowledge
- 4. Agency or Booked Staff becomes involved in any event that may materially and adversely affect Agency's or the Booked Staff's ability to perform any obligation under this Agreement; or
 - 5. The Booked Staff becomes ineligible under Section I.B of this Exhibit D.

II. ORDERING SERVICES (REQUESTING STAFF BOOKINGS)

- **A.** Authority to Request Staff. Only Customer's Chief Nursing Officer or Chief Nursing Executive, or his or her designee is authorized to order Services; Customer has no duty under this Agreement to pay for any Services requested by any other person.
- B. Staff Profiles. Agency must submit any Staff profiles that Customer requests to the facsimile number, electronic mail address, or Web-Based E-Commerce System designated by the Customer within a commercially reasonable timeframe. If Agency provides any Staff profiles to Customer, then Agency must also notify Customer at that time:
- 1. Whether the Staff has worked or is currently working for that Customer (including for other facilities owned or managed by the Customer); and

- 2. Whether the Customer has asked that the Staff not return or not be assigned to perform any additional Services or other work for that Customer (including for other facilities owned or managed by the Customer). If Agency fails to disclose the information required under this <u>Section II.B</u> prior to the first day of any Staff Booking, then Customer is not liable for payment for any part of that Staff Booking.
- C. Assignment of Duties. Customer, in its sole discretion, may assign to the Booked Staff any duties related to the Staff Booking, including specific tasks, shifts, assignments, time clock instructions (also known as time capture systems instructions or check-in/check-out instructions) and dress codes. Customer may also require Booked Staff to wear visible photo-identification in accordance with any Customer policy. If any Booked Staff refuses any reasonable and lawful Customer instruction related to the Staff Booking (including any reassignment described in Section III.G of this Exhibit D), Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of this Exhibit D do not apply. Customer must pay for any hours worked up until time of dismissal.
- D. Staff Conduct. Booked Staff must comply with all Customer policies, procedures and standards of conduct. Customer has no obligation to pay Agency for time worked during a shift of a Staff Booking by any Booked Staff if during that time, the Booked Staff fails or refuses to comply with any Customer policy, procedure, or standard of conduct. For any act or omission committed by Booked Staff or allegedly committed by Booked Staff that leads to a licensing board investigation, hearing, or other proceeding, Agency must pay for all expenses relating to the investigation, hearing, or proceeding, and Customer has no liability to Agency or Booked Staff for these expenses. Except as required by law, Agency must not involve Customer's staff, employees, volunteers, agents, or records in any such investigation.
- **E. Notification of Float Policy.** Upon assigning Staff to any Staff Booking, Agency must inform the Staff (now Booked Staff) of Customer's float policy, as further described in <u>Section III. G</u> of this <u>Exhibit D</u>.
- **F. Termination or Cancellation for Misconduct.** Agency must not invoice Customer for any time of a shift of a Staff Booking provided by a specific Booked Staff if such Booked Staff has engaged in Misconduct for any time of that shift of a Staff Booking, and Customer identifies the nature of the Misconduct in a written notice to Agency. Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section V.I.B of Exhibit D do not apply.

"Misconduct" means any of the following:

- 1. the Booked Staff does not meet the requirements set forth in Section I of this Exhibit D;
- 2. the Booked Staff is unwilling or unable or not competent to perform the duties of the Booked Staff Booking;
- the Booked Staff engages in unprofessional conduct, including but not limited to breach or neglect of duty and violation of any Requirements;
- 4. the Booked Staff is absent from the Booked Staff Booking during a scheduled shift without Customer's prior written approval:
- the Booked Staff is insubordinate;
- 6. the Booked Staff engages in substance abuse;
- 7. the Booked Staff fails to comply with his/her obligations under OR terms of this Agreement applicable to Booked Staff;
- 8. the Booked Staff violates any Customer rule or regulation described in Section VII of this Exhibit D.

III. MANAGEMENT OF STAFF BOOKINGS

- **A. Staff Evaluations.** Customer may require Agency to conduct annual performance reviews of each Staff at no additional charge. If Agency is required to conduct any annual performance review, Agency warrants that it conducts the performance review in a commercially reasonable manner.
- **B. Skills Testing.** Customer may, but has no obligation, to require any Booked Staff to complete a medicine test or other skills test related to the Staff Booking. At Customer's request, Agency must administer these tests at no additional charge.

- C. Drug Testing. Customer may require any Booked Staff to undergo for-cause drug testing at Agency's expense. If any Booked Staff refuses a for-cause drug test, or if any drug test reveals any drug use, Customer may immediately terminate the Staff Booking without cost or penalty and the requirements set forth under Section VI.B of this Exhibit D do not apply.
- **D.** In-Service Training. Agency must maintain current records of each Booked Staff's professional in-service training obligations and of any actual in-service training completed by the Booked Staff. Customer may, but is under no obligation to, provide in-service training to Booked Staff.

E. Orientation.

- 1. Customer may require Booked Staff to undergo up to (8) eight hours of orientation, at no charge to the Customer, prior to a Booked Staff's first Staff Booking at any Customer facility. In Customer's sole discretion, orientation may include classroom time, completion of a self-study packet or working a buddy shift together with one of Customer's employees. Buddy shifts are for training purposes, and if the Booked Staff is assigned to work a buddy shift, the Staff does not carry a full patient load independent of the assigned training buddy during that buddy shift. Agency will not be required to pay for any orientation that exceeds (8) eight hours.
- 2. In Customer's sole discretion, Customer may provide additional in-service orientation on the first day of the Staff Booking; Customer is under no obligation to pay Agency for any in-service orientation time if the Booked Staff fails to complete the first day of the Staff Booking.
- 3. In addition, if Customer requires Agency to provide Staff with any Customer-specific (including facility-specific) information packet, the Staff must review the information packet prior to the first day of the Staff Booking at no additional charge. Upon reporting for the first day of a Staff Booking, the Booked Staff must certify in writing that he or she has received, read, and understands the information provided in the packet.
- 4. If Staff person does not attend or arrives late for a scheduled Orientation class, the Customer facility may deem it a "No Show," "Cancellation," or "Late Arrival," as those terms appear in <u>Section IV. C-F</u> of this <u>Exhibit D</u> and Customer Facility may charge Agency according to the penalties associated with <u>Section IV. C-F</u> of this <u>Exhibit D</u>
- 5. Agency will receive payment for Orientation time only after Staff person has completed at least one shift of a Staff Booking.
- 6. Customer shall furnish Staff with orientation, competency assessment testing and training necessary for the Staff to perform the duties assigned by Customer.
- **F. HIPAA.** Customer may provide training materials to Agency that Agency must provide to Booked Staff prior to the Booked Staff beginning a Staff Booking. If Customer provides these training materials to Agency, Agency must require the Booked Staff to review the training materials before reporting for the first shift of the Staff Booking.

G. Float Policy.

- 1. At any time during any Staff Booking, Customer may reassign the Booked Staff to a different Customer department, unit, facility, or to a different Staff Classification, if the Staff satisfies the requisite Job Specifications. Customer will notify Agency at time of Staff request to which facilities a Staff person may be required to float. If Customer reassigns a Booked Staff, the Booked Staff must perform the duties of the revised Staff Booking as if the revised Staff Booking were the original Staff Booking. Customer will provide the Booked Staff with adequate notice of the change in assignment and additional orientation regarding the revised Staff Booking if necessary, as determined in Customer's sole discretion.
- 2. If a Staff floats to a Staff Classification that has a lower Base Bill Rate or lower Adjusted Base Bill Rate, then the Base Bill Rate or Adjusted Base Bill Rate that was applicable to the original Staff Classification remains the applicable rate despite the reassignment. If a Staff floats to a Staff Classification that has a higher Base Bill Rate or higher Adjusted Base Bill Rate, then the Base Bill Rate or Adjusted Base Bill Rate that is applicable to the newly Booked Staff Classification is the applicable rate for as long as the Booked Staff continues to work in that Staff Classification.

- 3. If any Staff refuses any reassignment, then Customer may, without cost or penalty, (a) cancel or terminate either the first-assigned shift or the reassigned shift, or (b) cancel or terminate both the first-assigned shift and the reassigned shift.
 - 4. If Customer reassigns a Booked Staff to a different Customer facility, then:
 - (a) If the reassignment occurs after Staff has begun a shift, then (i) the Staff must travel directly to the newly assigned Customer facility by customer provided transportation, and must not make any detours unrelated to the reassignment, and (ii) Agency may invoice Customer for (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (y) the Staff's actual travel time from the first facility to the reassigned facility.
 - (b) If Customer provides notice to Agency or Booked Staff that a Booked Staff is reassigned to a different Customer facility at least two hours prior to the start time of the Booked Staff's next scheduled shift, then the Booked Staff must report to the reassigned Customer facility for the reassigned shift, and Agency must not invoice the Customer for any of the Staff's travel time.
 - (c) If Customer does not provide at least two hours advance notice to Agency or Booked Staff of the Booked Staff's reassignment, then Agency may invoice Customer for (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (ii) the Staff's actual travel time, if any, from the first facility to the reassigned facility.
- H. Customer Hiring of Staff. Customer may hire any Staff at any time and for any employment relationship, with no cost or obligation to the Staff or Customer except that Customer may not hire a Booked Staff as an employee until the Booked Staff completes the current Staff Booking, if any.

IV. RULES CONCERNING ALL BOOKED SHIFTS

- A. Early Termination or Dismissal of Staff Shift. A Customer may terminate a Staff's shift (of Staff Booking) before the scheduled completion time at no cost or penalty, but in accordance with the Guaranteed Minimum Hours as specified in Section VI.B. The Booked Staff must work any portion of the shift designated by Customer. For the avoidance of doubt, if the Staff leaves the shift before the scheduled end of the shift, with or without Customer approval, Customer does not owe any amounts for time not worked (Services not performed). Additionally, if the Staff leaves the shift before the scheduled end of the shift without Customer approval, then upon the Customer's request, Agency must remit to Customer (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount). (ii) multiplied by two hours.
- B. Customer or Agency "Cancellation" or Termination of Shift. Customer or Agency may cancel a Booked Shift with two hours' advance notice without cost or penalty, but in accordance with the Guaranteed Minimum Hours as specified in Section VI.B. If either Customer cancels with less than two hours' advance notice, then Agency may invoice Customer for an amount equal to: the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), multiplied by two hours. If Agency cancels with less than two hours' advance notice, then Agency must remit to Customer: (i) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount), (ii) multiplied by two hours.
- C. Staff Failure to Report On Time for a Booked Shift with Advance Notice ("Late Shows"). Except as set forth in Section IV.B and IV.E of this Exhibit D, if any Booked Staff (including Traveler Staff or Local Long Term Staff) fails to report to the appropriate Customer unit or department to perform Services within the first hour of the scheduled start time of any booked shift and gives notice in advance of the start time of the shift, then:
 - 1. Customer, in its sole discretion, may permit the Booked Staff (including any substitute Booked Staff) to work the remainder of the Booked shift as scheduled (and for the avoidance of doubt: Customer does not owe any amounts for time not worked (Services not performed)); or
 - 2. Customer, in its sole discretion, may immediately cancel or terminate the entire booked shift without cost or penalty, and the requirements set forth under <u>Section VI.B</u> of this <u>Exhibit D</u> do not apply; or
 - 3. If requested by Customer, Agency must employ best efforts to provide a comparable substitute to perform the booked shift as soon as possible (and for the avoidance of doubt: Customer does not owe any amounts for time not worked (Services not performed)).

- D. Staff Failure to Report On Time for a Booked Shift without Advance Notice ("Late Shows"). Except as set forth in Sections IV.B and IV.E of this Exhibit D, if any Booked Staff (including Traveler Staff or Local Long Term Staff) fails to report to the appropriate Customer unit or department to perform Services within the first hour of the scheduled start time of any booked shift and fails to provide advance notice, then upon the Customer's request, Agency must remit to Customer, by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate, Traveler Rate, or Local Long Term Rate, whichever is applicable, multiplied by (y) the total number of hours in that shift not worked.
- E. Staff Failure to Report for an Entire Booked Shift ("No Shows"). In addition to the requirements set forth in Sections IV.B and IV.E of this Exhibit D, if a Booked Staff fails to report for an entire booked shift, then Agency must employ best efforts to provide a comparable substitute to perform the Staff Booking within a timeframe that is acceptable to the Customer in the Customer's sole discretion. If Agency is unable to provide a substitute Booked Staff within a timeframe that is acceptable to the Customer in the Customer's sole discretion, then Agency must remit to Customer, by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate, Traveler Rate, or Local Long Term Rate, whichever is applicable, multiplied by (y) the total number of hours in that shift.
- F. Customer Late Booking of Staff Shift. If Customer orders Services less than two hours before the start time of the booked shift, and if a Booked Staff reports to the appropriate department or unit at the designated Customer location within the first hour of the scheduled shift start time, then Agency may invoice Customer for Services performed by the Booked Staff as if the Booked Staff reported to work at the scheduled start time of the shift. If Customer orders Services at any time after the start time of the Booked shift, and if a Booked Staff reports to the appropriate department or unit at the designated Customer location one or more hours after the scheduled shift start time, then Agency may invoice Customer for actual hours worked.

V. RULES CONCERNING TRAVELER OR LOCAL LONG TERM ASSIGNMENTS

A. Customer Cancellation or Termination of Traveler Assignment or Local Long Term Assignment. Customer may cancel or terminate a Traveler Assignment or Local Long Term Assignment without cost or penalty by notifying the Agency at least two weeks before the start date of the Traveler Assignment or Local Long Term Assignment or if the Customer assigns the Staff to a comparable Staff Booking with a comparable Bill Rate to be performed by the Traveler or Local Long Term Staff (1) at least one week prior to the first shift of the cancelled Staff Booking, or (2) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later.

If Customer:

- (1) cancels or terminates the assignment of any Traveler Staff or Local Long Term Staff, either during the Staff Booking or within the two weeks immediately preceding the Staff Booking, and
- (2) fails to assign the Staff to a Staff Booking with a comparable Bill Rate to be performed by the Traveler or Local Long Term Staff (a) at least one week prior to the first shift of the Staff Booking, or (b) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later, then

Customer must remit to Agency by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (36) thirty-six hours times the number of weeks remaining in the Staff Booking, up to a maximum of (36) thirty-six hours.

B. Agency Cancellation or Termination of Traveler Assignment or Local Long Term Assignment. Agency may cancel or terminate a Traveler Assignment or Local Long Term Assignment without cost or penalty by notifying the Customer at least two weeks before the start date of the Traveler Assignment or Local Long Term Assignment or if the Agency provide Customer with a substitute staff of comparable skill level and qualifications (1) at least one week prior to the first shift of the cancelled Staff Booking, or (2) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later.

If Agency:

- (1) cancels or terminates the assignment of any Traveler Staff or Local Long Term Staff, either during the Staff Booking or within the two weeks immediately preceding the Staff Booking, and
- (2) fails to provide Customer with a substitute staff of comparable skill level and qualifications, (a) at least one week prior to the first shift of the Staff Booking, or (b) within one week of the last shift worked by the departing Traveler Staff or Local Long Term Staff, whichever is later, then

Agency must remit to Customer by the end of the following Pay Period an amount equal to: (x) the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (36) thirty-six hours times the number of weeks remaining in the Staff Booking, up to a maximum of (36) thirty-six hours..

- C. Agency Postponement of Traveler Assignment or Local Long Term Assignment. If Agency provides at least five days' advance notice to Customer that a Traveler Staff or Local Long Term Staff is not available to begin the Traveler Assignment or Local Long Term Assignment but that the Traveler Staff or Local Long Term Staff is available to begin the Traveler Assignment or Local Long Term Assignment within the first five days following the first scheduled shift of the Staff Booking or as otherwise agreed to by Customer and Agency, then except as set forth in Section IV.E of this Exhibit D:
 - 1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
 - 2. Customer, in its sole discretion, may allow for a make-up shift in the same pay period and no time worked as a result of the make-up shift counts as Overtime; or
 - 3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under this <u>Section V.C.1</u>.

In addition, if Agency does not provide at least five days' advance notice to Customer that a Traveler Staff or Local Long Term Staff is not available to begin the Traveler Assignment or Local Long Term Assignment by the scheduled start date, then except as set forth in <u>Section IV.E</u> of this <u>Exhibit D</u>:

- 1. Agency must provide a substitute within timeframe agreed upon by customer or;
- 2. Agency must remit to Customer (upon the Customer's request): the applicable Adjusted Bill Rate (multiplied by any applicable Local Long Term Assignment Discount) multiplied by (36) thirty-six hours, times the number of weeks remaining in the Staff Booking, up to a maximum of (36) thirty-six hours.
- D. Customer Canceling of Traveler and Local Long Term Staff Shifts (Call-offs) During Assignment. In addition to any other rights the Customer has to cancel or terminate a Staff Booking or a particular shift or shifts, Customer may cancel or terminate one Traveler shift and one Local Long Term shift per four-week period without cost or penalty. For the avoidance of doubt, the hours not worked due to the cancelled or terminated shift count toward the Guaranteed Minimum Hours as if the Staff had actually worked those hours.
- E. Agency Canceling of Traveler and Local Long Term Staff Shifts (Call-offs) During Assignment. If the Agency cancels a shift or series of shifts during any Traveler Assignment or Local Long Term Staff Assignment, then Customer, in its sole discretion, may do any or all of the following:
 - 1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
 - 2. Customer, in its sole discretion, may allow for a make-up shift in the same pay period and no time worked as a result of the make-up shift counts as Overtime; or
 - 3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.E.1.

- **F. Staff Illness Exception.** Agency or Staff Person may, without cost or penalty, cancel one shift every four weeks in any Staff Booking, if Agency or Staff Person provides at least two hours' prior notice to the Customer. If Agency or Staff Person cancels any shift under this <u>Section V.F.</u>, then:
 - 1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours, if any;
 - 2. Customer, in its sole discretion, may allow for a make-up shift in the same pay period and no time worked as a result of the make-up shift counts as Overtime: or
 - 3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.F.1.
- **G.** Special Circumstances Exceptions. From time to time, Agency and Customer may mutually agree to cancel one or more shifts in any Staff Booking without cost or penalty to either Customer or Agency. If Customer and Agency mutually agree to cancel any shift or series of shifts under this <u>Section V.G</u>, then:
 - 1. Customer, in its sole discretion, may permit the Booked Staff to work the remainder of the Staff Booking as scheduled, and the time that the Booked Staff was absent from the scheduled shift is automatically subtracted from the Guaranteed Minimum Hours. if any:
 - 2. Customer, in its sole discretion, may allow for a make-up shift in the same pay period and no time worked as a result of the make-up shift counts as Overtime; or
 - 3. Customer, in its sole discretion, may decide to offer an extension of the Staff Booking by the same amount of time that the Booked Staff was absent from the scheduled shift or series of shifts. If Agency agrees to the extension, no time worked as a result of the extension counts as Overtime. If Agency does not confirm availability of Booked Staff for extension of the Staff Booking, then the time that the Booked Staff was absent from the scheduled shift or series of shifts is automatically subtracted from the Guaranteed Minimum Hours, if any, under Section V.G.1.

VI. TIMEKEEPING

A. Staff Compensation Distinguished from Price of Services. Before any Staff begins any Staff Booking, the Staff must acknowledge in a written document signed by the Staff and provided to Agency, that: (1) the Staff is an employee of Agency; and (2) no Customer is liable to the Staff for any wages, salary, employee benefits or other compensation, or for any expense reimbursement for any work performed by the Staff under this Agreement.

B. Guaranteed Minimum Hours for Staff.

- 1. There are no Guaranteed Minimum Hours unless the Booked Staff is an Assigned Traveler Staff or a Local Long Term Booked Staff.
- 2. If Customer orders a Traveler Assignment or Local Long Term Assignment, Customer must schedule the assigned Traveler Staff or Local Long Term Staff for Guaranteed Minimum Hours. The Guaranteed Minimum Hours for Travelers and Local Long Term Staff is, in Customer's sole discretion, either (a) (48) forty-eight hours per week, or (b) (72) seventy-two hours for each consecutive two-week period, and (36) thirty-six hours in the final week of the assignment if the assignment is for an odd number of weeks.
- 3. Any Overtime worked counts toward the Guaranteed Minimum Hours. At Customer's sole discretion, Customer may schedule a Traveler Staff or Local Long Term Staff to work time in excess of the Guaranteed Minimum Hours. Any Overtime worked by a Local Long Term Staff will be billed at the Overtime Bill Rate unless specified otherwise under the general Overtime rules below.
- **C. Timesheets.** Customer may require Booked Staff to round off time that the Booked Staff records on Customer's timekeeping records to any time increment that is permitted by law and that is in accordance with the Customer's usual and customary timekeeping policies.

- **D. Overtime.** Customer has no responsibility to pay Agency for any Overtime, despite any obligation Agency may have to pay Staff, unless: (1) Customer schedules the Staff to work Overtime (in writing) or, if the Overtime is unscheduled, the Overtime worked is approved in writing before the Booked Staff works the Overtime by a person with authority to order Staff under <u>Section II.A</u> of this <u>Exhibit D</u>; (2) Agency notifies Customer as required under <u>Section VI.D</u> of this <u>Exhibit D</u>; and (3) the Overtime is properly invoiced as set forth in <u>Section 4.4</u> of the Agreement.
- E. Cumulative Time. If Agency assigns any Staff to work more than one assignment in any Payroll Period (including assigning the Staff to work more than one Staff Booking for the same or different Customer facilities), then Agency must notify each person who orders Services for that Payroll Period of the approximate number of hours that the Staff is scheduled to work during that Payroll Period so that the Customer may make an informed determination regarding the potential overtime the Staff may work.
- F. Excess Time. Customer has no duty to pay for any Excess Time. Examples of Excess Time include
- 1. time resulting from a Booked Staff reporting to work early or working late (except as requested and approved in writing by Customer prior to the Staff's working during that time),
- 2. time resulting from a Booked Staff's failure to take a required meal break (except as requested and approved in writing by Customer prior to the Staff's working during that time), or noted on a written or electronic timecard or any timekeeping record submitted by Customer to Agency and,
- 3. time resulting from a Booked Staff's failure to take any other required break (except as requested and approved in writing by Customer prior to the Staff's working during that time) or noted on a written or electronic timecard or any timekeeping record submitted by Customer to Agency.

For the avoidance of doubt, Customer has no duty to pay for any state or federal regulatory penalties that Agency may incur as a result of any Staff's failure to take a meal break or other break, unless:

- a) the Customer has requested and approved in writing on the Staff's timecard that the Booked Staff perform Services during the meal or other break prior to the Booked Staff's working during the meal or other break,
 - b) the Agency is required by law to pay a penalty for the missed meal or missed break, and
- c) Agency provides proof to Customer that Agency has paid the penalty for the applicable missed meal or missed break to the appropriate Staff.

VII. CUSTOMER POLICIES

- A. Use of Customer's Property. Customer may, from time to time and in its sole discretion, provide various pieces of equipment to Booked Staff for use in the performance of Services, such as pagers, phones, and medical equipment ("Equipment"). Staff must return all Equipment to Customer at the end of each shift in the same condition that the Staff received the Equipment. If any Equipment is damaged, lost, or stolen while in the Staff's custody or control, then Agency must reimburse Customer for the cost of replacing the Equipment.
- **B.** Investigation of Customer Complaints. Agency must immediately investigate any written complaint against any Staff that Customer makes to Agency. Agency must provide Customer with a written report indicating that Agency investigated the complaint and describing any disciplinary action that Agency has taken or intends to take with regard to the Staff. Agency must provide this report within 14 days or upon conclusion of the investigation, whichever is earlier. If an investigation may take longer than 14 days, Agency must, at a minimum, provide a written acknowledgement of the complaint and detail steps on how it will investigate such complaint.
- C. Reporting of Incidents Involving Staff. Customer shall report to Agency any unexpected incident known to involve any Booked Staff (such as Booked Staff errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Booked Staff, and any safety hazards known to be related to the Services provided by Booked Staff) if the incident may have an adverse impact on the Customer or Agency.

Should Broadlane or Customer become aware of an incident or claim which may give rise to a claim under Agency's professional or general liability policy of insurance, Broadlane and Customer agree to promptly notify Agency of the nature of the claim and report all necessary information related to the claim.

D. Natural Disasters and Other Emergencies. In Customer's sole discretion, Customer may require Booked Staff to participate in Customer's natural disaster and other emergency response activities, if any, as part of any Staff Booking. Agency must also comply with this Agreement during any natural disaster or other emergency.

VIII. MISCELLANEOUS

A. Broadlane's Inspection of Agency for Service Levels.

- 1. <u>Frequency: Scope</u>. From time to time and in Broadlane's sole discretion, Agency must permit Broadlane or a third-party auditor appointed by Broadlane to conduct an investigation of Agency's books, invoices and records relating to the level of service that Agency provides Customers, for the purposes of determining whether Agency is in compliance with the following terms and conditions of this Agreement:
 - (a) <u>Section 3.2</u> of this Agreement (Employment Status of Staff);
 - (b) <u>Section 3.4</u> of this Agreement (Notification to Broadlane of Circumstances That Could Affect Services);
 - (c) Section V.D of Exhibit C (Equal Opportunity);
 - (d) Section I of Exhibit D (Eligibility for Assignment); and
 - (e) <u>Section III.D</u> of Exhibit C (Insurance).

In addition, Broadlane may require Agency to certify in writing Agency is in compliance with the Agreement sections cited in this Section VIII.A.1.

- 2. <u>Reimbursements</u>. If any investigation reveals that Agency is not in compliance with the sections referenced in this <u>Section VIII.A</u>, then Agency must reimburse Broadlane for all costs and expenses incurred in conducting the investigation.
- 3. <u>Procedures.</u> All investigations pursuant to this <u>Section VIII.A</u> must be conducted (a) upon reasonable prior written notice during the regular business hours at the location where Agency keeps the relevant records; and (b) in a manner not to unduly interfere with Agency's operations. If any investigation conducted pursuant to this <u>Section VIII.A</u> produces documentation indicating that Agency is in breach of any of the sections referenced in <u>Section VIII.A.1</u>, then Agency must resolve any issues regarding that investigation conclusion within 30 days after presentation of the investigation results to Agency. If any issue regarding investigation conclusions is not resolved within 30 days after presentation, or if Agency refuses to certify in writing that Agency is in compliance with the Agreement sections cited in <u>Section VIII.A.1</u>, then Broadlane may immediately terminate this Agreement.

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EXHIBIT E CUSTOMER LIST

EXHIBIT F STAFF CLASSIFICATIONS AND SPECIFICATIONS

Nursing Units

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RN		procession and a second	and the second		
Category I	Acute Rehab	2	MED/SURG, or ACUTE REHAB	BLS	Rehab experience
	Bariatric I	2	Telemetry and Med/Surg	BLS	ACLS
	Case Manager	i .	Case/resource mgmt or utilization review experience	BLS	Case Manager certification, ACLS
	Clinic/Ambulatory	1	BCLS	BLS	
	Home Health or Hospice	2	No private duty; current exp. in Home Health or Hospice	BLS	
	Medical / Surgical	2	MED/SURG	BLS	
	Newborn Nursery	2	NEWBORN NURSERY	BLS	NRP/NALS
	Oncology	2	Oncology	BLS, Chemo	Oncology
	Outpatient Surgery	1	Med/Surg or PACU	BLS	ACLS
	Psych (General)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	
	Psych (Geriatric)	2	Current Psych	BLS, Non-Violent Crisis Intervention Course	1 yr Psych experience
	Short Procedure (Prep & Hold)	1	MED/SURG	BLS	IV Certification
	SNF	2	MED/SURG, LTCF/SNF	BLS	
	Telemetry I	2	MED/SURG	BLS	ACLS
	UR (Utilization Review)	1	BCLS	BLS	ACLS
RN Category II	Acute Epilepsy	2	Meg/Surg, Telemetry or Epilepsy	BLS, ACLS	Epilepsy Monitoring
	Bariatric II	2	Telemetry and Med/Surg and 1 year ICU preferred	BLS, ACLS	
	Bone Marrow	2	Bone Marrow preferred with Oncology minimum	BLS	ACLS, Chemo
	Definitive Observation Unit (DOU) / PCU	2	TELE	BLS, ACLS, EKG Course	Critical Care or Telemetry Course
	Outpatient Surgery II	1	GI Recovery	BLS, ACLS	
	Pediatrics	2	Pediatrics	BLS	PALS
	Post Partum - OB/GYN	2	POST PARTUM required, Med/Surg	BLS	NRP
	Scrub Nurse	2	Current in surgery/OR	BLS, OR Certification	ACLS .
	Solid Organ	-2	Transplant	BLS, ACLS	
	Step Down	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Telemetry II	2	TELE	BLS, ACLS, EKG Course	TELE Course

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RN Category III	Burn	2	Burn Unit Experience	BLS, ACLS, Burn Course	Critical Care Course
	Cardiac Cath Lab	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Cardio Vascular Operating Room	2	CVOR, experience with Balloon pumps required	BLS, ACLS, CCRT	CORN, experience wit Balloon pumps
	ccu	2	Current Critical Care	BLS, ACLS	Critical Care Course
	CVICU/OHRU		CVOR, experience with Balloon pumps	BLS, ACLS, CCRT	
	Dialysis	2	Current Dialysis experience	BLS	ACLS
	Emergency Room	2	ER	BLS, ACLS , ERMCP	ATLS, TNCC, PALS, CPI
	GI Lab/Endoscopy	Atleast 1	Current Critical Care/GI Lab	BLS, ACLS	Conscious Sedation Course
	ICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Labor and Delivery	2	L&D, with ability to scrub C-sections	BLS, NRP/NALS, ACLS, Fetal Monitor Course (hospital approved)	Antenatal/High risk exp., AWHONN Fetal Heart Monitoring Principles & Practices,
					AWHONN Cert. as an Inpatient OB Specialis (RNC) or equivalent
	MICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
	Neuro/Trauma ICU	2	Neuro/Trauma preferred; Current ICU minimum	BLS, ACLS	TNCC or CNRN
	NICU (level II & III)	2	Current NICU exp	BLS, NRP/NALS	NICU Course
	Operating Room	2	OR	BLS, ACLS, PALS	CORN
	Post Anesthesia Recovery (PACU)	2	Current Critical Care	BLS, ACLS	PALS
	Pediatric Emergency Room	2	2 years Pediatric, 1 year Pediatric ER or ICU	BLS, PALS	
	Pediatric ICU/CCU	2	Current Pediatric Critical Care	BLS, PALS, NALS	Critical Care Course
	PICU (level II & III)	2	Current PICU exp	BLS, PALS	PICU Course
	PSHU	2	Current PSHU exp	BLS, PALS	
	PTCA Recovery	11	Cardiac Cath Lab	BLS, ACLS	
	SICU	2	Current Critical Care	BLS, ACLS	Critical Care Course
.PN Category I	Acute Rehab	1	MED/SURG	BLS, IV Certification	NRP
	Clinic/Ambulatory	1 1	Clinics	BLS, IV Certification BLS, IV Certification	NIDD/NIAL C
	Labor and Delivery	1 1	L&D Acute MED/SURG	BLS, IV Certification	NRP/NALS
	Medical/Surgical Newborn Nursery	1 .	NEWBORN NURSERY	BLS, IV Certification	NRP/NALS
	PCU	11	MED/SURG	BLS, IV Certification BLS, IV Certification	ACLS PALS
	Pediatrics	11	Pediatric	BLS, Non-Violent Crisis	
	Psych (General and Geriatric)	1	Current Psych	Intervention Course	
	SNF	1	MED/SURG	BLS, IV Certification	
	Step Down	11	MED/SURG	BLS, IV Certification	ACLS
	Telemetry	11	MED/SURG	BLS, IV Certification	EKG Course
Category II	Transplant Any Critical Care Unit	1	Transplant Current Critical Care	BLS, IV Certification,	Critical Care Course,
	Emergency Room	1	ER	BLS, PALS, IV	ACLS NRP/NALS, ACLS
	Pediatric ER	1	ER	Certification BLS, PALS, IV Certification	NRP/NALS, ACLS

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
First Assistant - S	urgery				
Category I	First Assistant - OR Tech (Certified)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
Category II	First Assistant - Registered Nurse (Licensed)	2 years experience as a first assistant	Surgical First Assistant	BLS, Experience as a First Assistant	ACLS, Certified First Assistant; Specialty Courses for area of specialty
CNA/PCT		<u> </u>			1
Category I	ALL Medical Assistant	1 1	Acute Hospital Experience Physician's office	Board CNA Certification, BLS	BLS
	Nursing Aide	1	Currently enrolled in nursing program, nursing school or other healthcare school	BLS	
SITTER		Charles and the Comment			
Category I	ALL	6 mos	Healthcare Experience	Ability to observe and verbally communicate patient status	
TECHS	to the state of the second control of the second				and the second s
CS Tech	Central Sterile Techs	1	Knowledge of sterile techniques, instrument identification, surgical procedures or equipment	CRCST or equivalent certification program	2-3 years related experience
EMTs	EMT	1 1	ER .	BLS, EKG	
ER Tech	Emergency Room Techs	1	ER	BLS, EKG	
Monitor Techs	Monitor Techs	1	Hospital Acute Care	BLS, EKG	
Psych	Mental Health Worker	1	Psychology or social work	12 college credits with one class in Psych	Bachelor's degree in Psychology or Social Work, Non-Violent Crisis Intervention Course
	Psych	1	BA degree in Psych or related field	BLS, CPI Certification	Group Experience
	Psych Tech	1	Current Psych experience	Non-Violent Crisis Intervention Course	Non-Violent Crisis Intervention Course
Surgical Tech	Balloon Pump Tech	1	Balloon Pump	BLS, Relevant Manufacturers Certification	
	CVOR Tech	1	Hospital Experience within OR Heart specialty	BLS	CVOR/ORT Course
	OB Tech	1	OB	BLS	OBT/ORT Course
	OR Tech	1	Hospital Experience within OR specialty	BLS	OR Course
Nurse Anesthetist					
Nurse Anesthetist	ALL	2	Current CRNA experience	BLS, ACLS, Advance Practice RN Licensure, MA in Nurse Anesthesiology	ACLS, Specialty certification preferred

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
Nurse Practitioner			Annual to the second was a second experience and a sec	Live of a second second	
Category I	Adult Care	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Family Practice	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
			·	Licensure	certification preferred;
	La contraction of the contractio				Prescriptive authority
	Geriatric	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	Geriative	,		Licensure	certification preferred
	Pediatric	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	rediatric	<u>'</u>	Current Critic Oxpending	Licensure	certification preferred
		1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	Primary Care	'	Current Chief experience	Licensure	certification preferred
			C (ODND averagiones	BLS, CRNP, RN	ACLS, Specialty
	Psychiatric – Mental	1	Current CRNP experience	Licensure	certification preferred
	Health		C CONTO		ACLS, Specialty
	Women's Health	1	Current CRNP experience	BLS, CRNP, RN	
	<u> </u>			Licensure	certification preferred
Category II	Emergency Room	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
				Licensure	certification preferred
	Midwife	1	Current CNM experience	BLS, CNM, RN	ACLS, Specialty
	1.			Licensure	certification preferred
	OB/GYN / Labor and	1	Current CRNP experience	BLS, CRNP, RN	ACLS, Specialty
	Delivery			Licensure	certification preferred
Category III	Cardiology	1	Current CRNP experience	BLS, ACLS, CRNP, RN	Specialty certification
Jalegory III	Cardiology			Licensure	preferred
	Critical Care	1	Current CRNP experience	BLS, ACLS, CRNP, RN	ACLS, Specialty
	Cilical Cale	'	Curront Critic Capaniers	Licensure	certification preferred
*	American de la companya del companya del companya de la companya d		I		
lanagement	LALI.	2	Assigning and scheduling the work of all	BLS, ACLS	Critical Care Course
Charge Nurse	ALL	2	group members on the unit level.	520,71020	
		į.	Assisting, guiding, and instructing group	·	
			members in the performance of their		
			duties. Performing the same or similar		
			work assignments as the other members		
			of the group		DOM: Officiant
House Supervisor	ALL	2	At least 2 years supervisory experience,	BLS, ALS, PALS, CPI	BSN; Clinical
			5 years overall acute care nursing	(Crisis Prevention and	certification for
		Ì	experience	Intervention), Proven	specialty as
				understanding of	appropriate; Familiari
		1		JCAHO standards	with state regulatory
					environment;
	1	1			Experience in
					unionized
		1			environments, Title 2
		1			Consent Law, HIPAA
1 11	ALL	3	3 Years progressive management	BSN, All unit-specific	MSN; Membership in
Nurse Manager	ALL	l "	experience overall; At least 1 year clinical		professional nursing
				of RNs	leadership
			experience in unit type; 5 years overall	1011110	organization;
			acute care nursing experience		Familiarity with state
		1			regulatory environme
		1	1		
				1	Experience in
					unionized
		1			environments, Title 2
	1				Consent Law, HIPAA
					-
Non-Acute					
RN Category	Nursing Home	1	No private duty; current experience in	BLS	
	1		Home Health or Hospice		
KN Calegory	1			1	
	Nursing Home	1	Nursing Home and Assisted Living	BLS, IV Certification	
_PN Category	Nursing Home	1	Nursing Home and Assisted Living experience	BLS, IV Certification	
	Nursing Home Nursing Home and	1		Board CNA	

Allied Health Units

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
CARDIOLOGY			y and the state of		
Category I	EKG Tech	1	EKG Certification, BLS		
Category II	Neurodiagnostic Specialties	1	BLS	BLS	
Category III	Cardiovascular Radiology Tech	1	CVT, Relevant Equipment	Graduate from Accredited Program, BLS, ARRT, State MRTBE	Specialization Certificate
	CV Tech	1	Cath Lab Experience	Graduate from Accredited Program	ARRT, Specialization Certificate
	Cath Lab Specialist	1	BLS, ACLS	BLS, ACLS	
	Echo Tech/Sonographer	1	Graduate from Accredited Program, BLS	Graduate from Accredited Program, BLS	
Category IV	Ultrasound Tech-Vascular	1	Exp. In all non-invasive vascular ultrasound	Graduate from Accredited AMA ultrasound school, RDMS Certified, BLS	RVT
LABORATORY			and the second s		
Category I	Laboratory Technician	1	Hospital, Commercial. Lab, Blood Bank	BLS	
	Phlebotomist	2	Hospital, Commercial. Lab, Blood Bank	BLS, Program Cert.	
Category II	Medical Lab Tech/MLT	1	Relative experience	BLS, MLT, ASCP	
Category III	Histology Technologist	5		BLS, HT	
	Medical Technician/Generalist	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Blood Bank	1	Relative experience	BLS, MT-ASCP, BB	
	Med Tech/Chemistry	1	Relative experience	BLS, MT-ASCP	
	Med Tech/Hematology	11	Relative experience	BLS, MT-ASCP	
	Med Tech/Microbiology	1	Relative experience	BLS, MT-ASCP	
Category IV	Cytologists	5	Gyn & Non-Gyn	BLS, CT	
PHARMACY Category I	Pharmacy Tech	1	HBOC Star	BLS	Automation skills- PIXIS; HBOC Star experience preferred, IV Room, Sterile Processing
Category II	Pharmacist	1	HBOC Star	BLS	IV Room, Sterile Processing
Category III	Profiling Pharmacist	1	Artery entry skill with HBOC; mandatory HBOC experience	BLS, IV Certification	Sterile Processing
Category IV	Interim Pharmacy Director or manager	2	Pharmacy Management experience, HBOC Star,	BLS, IV Certification	Pharm. D degree

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RADIOLOGY					
Category I	Radiology Tech	1	Relevant Equipment, General Radiology, Fluoroscopy, OR Exp.	Graduate from AMA approved Rad. program, State License, BLS, PACS	CR-DR
Category II	CT Technologist	1	1 yr. Radiology and 6 mos. CT, Relevant Equipment	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE	ARRT-CT, Specialization Certificate
	Intraventional Rad. Tech	1	Exp. Using angiographic equipment, balloon angioplasty and	Graduate from AMA approved RT program, ARRT, State License, BLS, State MRTBE	ARRT-CVT, Specialization Certificate, ACLS
	Mammography Tech	1	MAM, Relevant Equipment	Graduate from AMA Accredited Program, MQSA, ARRT-M, State License, BLS, State MRTBE	ARRT-QM Specialization Certificate
	MRI Technologist	1	MRI, Relevant Equipment	Graduate from Accredited Program, ARRT, BLS, State MRTBE	ARRT-MR Certification
Category III	Nuclear Medicine Tech	1	NMT, Relevant Equipment	Graduate from Accredited Program, BLS, State License, ARRT or NMTCB eligible	Specialization Certificate
	PET/CT Technologist		PET Imaging Experience, 6 months relevant equipment experience	Graduate from Accredited Nuclear Medicine Program, BLS, ARRT, CAMRT or NMTCB eligible	PET Courses
	Ultrasound Tech-Gen	1	Ultrasound and Venous exams, General Ultrasound Doppler, Venous	Graduate from Accredited AMA ultrasound school, RDMS Certified, BLS	Specialization Certificate
REHABILITATION		and the second second second		In a	pi - vigara in in a minin in
Category I	Certified Occupational Therapy Assistant	1	BLS	BLS	
	Physical Therapy Assistant	1	BLS		
Category II	Occupational Therapist	1	BLS	BLS	
	Physical Therapist	1	Relevant experience to assigned program area	BLS	
	Speech Language Pathologist	1	BLS	BLS	

Specification	Unit Type	Experience (min. years)	Experience (type)	Certifications (Mandatory)	Other (Preferred)
RESPIRATORY					
Category I	Pulmonary Function Tech Certified	1	CPFT, BLS	CPFT, BLS	
	Respiratory Care Practitioner - Certified	1	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Certified Respiratory Therapist (CRT) Licensed Respiratory Care Practitioner byappropriate State department, BLS	ACLS, PALS
Category II	Pulmonary Function Tech Registered	1	RPFT, BLS	RPFT, BLS	·
	Respiratory Care Practitioner -Registered	1	Adult and Peds general care, Adult and Peds critical care, Emergency Trauma Neonatal	Registered Respiratory Therapist (RRT) Licensed Respiratory Care Practitioner by appropriate State department, BLS	ACLS, PALS
	Sleep Tech.	1	Polysomnogram	BLS	R PSG T

EXHIBIT G

ENVIRONMENTAL AND DIVERSITY DISCLOSURE FORM

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EXHIBIT H

The following is applicable only to the MARICOPA INTEGRATED HEALTH SYSTEM facilities listed below:

Facility Name	Street Address	Market
Maricopa Medical Center	2601 East Roosevelt, Phoenix, AZ 85008	Phoenix
Desert Vista	570 West Brown Road, Mesa, AZ 85207	Phoenix
Comprehensive Health Ctr.	2601 East Roosevelt, Phoenix, AZ 85008	Phoenix
Avondale Family Health Clinic	950 East Van Buren, Avondale, AZ 85323	Phoenix
Chandler Family Health Clinic	811 South Hamilton, Chandler, AZ 85225	Phoenix
El Mirage Family Health Clinic	12428 W. Thunderbird, El Mirage, AZ 85335	Phoenix
Glendale Family Health Clinic	5141 West LaMar, Glendale, AZ 85301	Phoenix
Guadalupe Family Health Clinic	5825 East Calle Guadalupe, Guadalupe, AZ 85283	Phoenix
Maryvale Family Health Clinic	4011 North 51st Ave., Phoenix, AZ 85031	Phoenix
McDowell Family Health Clinic	1144 East McDowell Rd., Phoenix, AZ 85006	Phoenix
Mesa Family Health Clinic	59 South Hibbert, Mesa, AZ 85202	Phoenix
Seventh Avenue Family Health Clinic	407 South 9th Ave, Phoenix, AZ 85009	Phoenix
South Central Family Health Clinic	33 West Tamarisk Ave., Phoenix, AZ 85040	Phoenix
Sunnyslope Family Health Clinic	934 West Hatcher Road, Phoenix, AZ 85020	Phoenix

Addition to Exhibit D.I.C. (Health Screening)

Agency will be responsible for all costs if the staff person is required to go through Customer's employee screen program. In addition, Agency will be required to pay the Customer for medication and services, as per the Customer policy, if the customer is required to medicate a Staff.

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EXHIBIT I

AGREEMENT FOR TRAVELER AND LOCAL LONG TERM STAFF ("TRAVELER FORM")

			BETWEEN y] AND		_[Customer]
This Trave	ler Form is entered	into by and betwee	n gency") for the p	ourpose of tracking Travele	("Customer") and er and Local Long
Term Staff	Bookings to Custom	er.		•	
Broadlane,	Inc. ("Broadlane") a ship among Agency er Agreement; "Trav	nd Agency, Effective _ (including Staff). Cus	tomer, and Broad	ervices previously entered ir, 200 ("Master Ag dlane. For purposes of clarit also defined in the Master	reement"), governs y: "Staff" is defined
period may	be extended by an	gency must provide Si y amount of time tha dditional Traveler Agre	t is mutually agre	e period of time specified be eeable to the Agency, Cust	elow. The assigned comer, and Booked
STAFF PEI Name of St	RSON aff Person (to be pro	vided by Agency):			
Social Secu JOB DI		rovided by Agency): _			_
Job Specific	cation:		Staff Classifica	tion:	
Schedule a	nd Shift:				
Specify if L	ocal Long Term Staff	or Traveler:			
Option 1: (nimum work week: hrs per each two hrs per week):	-week period)			
Additional [Details (if any):				Annual design and the second and the
ASSIGNME Agency w	ENT PERIOD vill provide Staff	Person beginning _("End Date").		("Start Da	ate") and ending
AGREED A	AND ACCEPTED				
CUSTO	OMER		AGEN	Y	
Ву:			Ву:		
-,.	Signature		·	Signature	
	Printed Name			Printed Name	***************************************
	Title			Title	
	Date			Date	2